

CONTRACT #1
RFS # NA
Edison # NA

University of Tennessee

VENDOR:
Strategic Marketing
Innovations, Inc. (SMI)



Office of Procurement Services

Mr. Jeff Spalding
Executive Director
320 6th Avenue North
8th Floor, Rachel Jackson Building
Nashville, TN 37243

May 13, 2015

Dear Mr. Spalding:

The University of Tennessee's System Administration Office of Government Relations and Advocacy seeks to amend a contract that was originally acquired via competitive bid. In October 2010, the University issued an RFP for representation and advocacy with the federal government in an effort to expand the University's federal funding in research, teaching, and public service. Specifically, the RFP sought, to increase "opportunities for each campus focusing on their individual campus strengths, economic development benefiting the state, including but not limited to defense, energy, law enforcement training, and health related research funding." Strategic Marketing Innovations, Inc. (SMI) won the bid.

Last year, UT received more than \$270 million in federal research grants, outreach support, and program dollars. A key component of that funding was due to our co-management of the US Department of Energy's Oak Ridge National Laboratory. SMI has been especially helpful to UT on interests within the Departments of Defense, Commerce, Energy, Health and Human Services, and Agriculture.

Since the current federal administration has two years remaining, the University wants to avoid risks and problems that would arise due to "changing horses midstream." The University believes that changing vendors now would cause the University to lose its progress and momentum currently underway. Thus, arguably putting our ability to compete for federal grants and contracts at a reduced level.

The proposed term of the amendment is for two years, January 1, 2016 – December 31, 2017, with a dollar value of \$110,000 per year, adding \$220,000.00 total.

We respectfully submit this proposed amendment for your review, and we would appreciate your support in moving forward with our proposed contract. I would be glad to provide you with any additional information that you might need or answer any questions that you might have.

Best Regards,

Blake Reagan, J.D.
Director of Procurement Services

Enclosures

CC: Leni Chick; Charles M. Peccolo; Mark Paganelli; Abbie Shellist; Sabrina Soltau

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Anthony Haynes	*Contact Phone:	615-741-8220		
*Presenter's name(s):	Anthony Haynes; Blake Reagan				
Edison Contract Number: <i>(if applicable)</i>		RFS Number: <i>(if applicable)</i>			
*Original or Proposed Contract Begin Date:	1/1/2011	*Current or Proposed End Date:	12/1/2015		
Current Request Amendment Number: <i>(if applicable)</i>					
Proposed Amendment Effective Date: <i>(if applicable)</i>	1/1/2016				
*Department Submitting:	The University of Tennessee				
*Division:	System Administration				
*Date Submitted:	May 6, 2015				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>					
*Contract Vendor Name:	Strategic Marketing Innovations, Inc. (SMI)				
*Current or Proposed Maximum Liability:	\$550,000.00				
*Estimated Total Spend for Commodities:	\$0.00.				
*Current or Proposed Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY: 2011	FY: 2012	FY: 2013	FY: 2014	FY: 2015	FY: 2016
\$ 55,000	\$ 110,000	\$ 110,000	\$ 110,000	\$ 110,000	\$ 55,000
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from Edison)					
FY: 2011	FY: 2012	FY: 2013	FY: 2014	FY: 2015	FY: 2016
\$ 52,643.97	\$ 96,891.19	\$99,845.67	\$90,859.35	\$88,872.91	\$ none yet
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			The excess money is due to the vendor submitting only allowable, actual expenses for reimbursement. The University's contract allowed for up to approx.. \$1,170 in expense reimbursement per month. The vendor has been contentious and has actively sought to keep reimbursement requests to a minimum.		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:					
IF Contract Expenditures exceeded Contract Allocation, please give the					

Supplemental Documentation Required for
Fiscal Review Committee

reasons and explain how funding was acquired to pay the overage:			
*Contract Funding Source/Amount:			
State:	100%	Federal:	
<i>Interdepartmental:</i>		<i>Other:</i>	
If “ <i>other</i> ” please define:			
If “ <i>interdepartmental</i> ” please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
Method of Original Award: <i>(if applicable)</i>		Bid	
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?		This project costs were based on an RFP. The vendor has agreed to lock in current pricing for two more years, if the Committee approves this request.	
*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.		N/A, proposed amendment to extend current contract.	

Document Number	Document Date	Amount in local currency	Clearing Document
2002525853	3/3/2011	\$ 8,000.00	2002525853
2002527453	3/7/2011	\$ 11,484.01	2002527453
2002538094	3/28/2011	\$ 8,960.27	2002538094
2002554496	5/2/2011	\$ 8,049.69	2002554496
2002566793	5/26/2011	\$ 8,150.00	2002566793
2002581663	6/27/2011	\$ 8,000.00	2002581663
		\$ 52,643.97	
2002719207	8/11/2011	8,058.88	2002719207
2002740148	9/19/2011	8,000.00	2002740148
2002745507	9/29/2011	8,000.00	2002745507
2002758779	10/27/2011	8,092.58	2002758779
2002773393	11/28/2011	8,239.00	2002773393
2002791141	1/12/2012	8,000.00	2002791141
2002807948	2/16/2012	8,000.00	2002807948
2002818895	3/12/2012	8,059.78	2002818895
2002828122	4/2/2012	8,000.00	2002828122
2002845967	5/10/2012	8,440.95	2002845967
2002854407	5/29/2012	8,000.00	2002854407
2002871915	6/28/2012	8,000.00	2002871915
		96,891.19	
2002913138	7/26/2012	10,551.99	2002913138
2002927696	8/27/2012	8,027.72	2002927696
2002941375	9/27/2012	8,000.00	2002941375
2002955326	10/29/2012	9,097.96	2002955326
2002969143	11/29/2012	8,000.00	2002969143
2002981048	12/21/2012	8,000.00	2002981048
2003001511	2/14/2013	8,097.00	2003001511
2003007380	2/28/2013	8,000.00	2003007380
2003019875	3/28/2013	8,024.00	2003019875
2003033441	4/29/2013	8,025.00	2003033441
2003046176	5/28/2013	8,000.00	2003046176
2003059981	6/27/2013	8,022.00	2003059981
		99,845.67	
2003212315	7/29/2013	9,886.86	2003212315
2003226530	8/29/2013	8,000.00	2003226530
2003238845	9/26/2013	8,165.42	2003238845
2003251223	10/31/2013	8,600.86	2003251223
2003263660	12/2/2013	8,067.21	2003263660
2003277469	1/7/2014	8,139.00	2003277469
2003288500	2/3/2014	8,000.00	2003288500
2003299216	3/3/2014	8,000.00	2003299216
2003311845	3/31/2014	8,000.00	2003311845
2003325174	5/1/2014	8,000.00	2003325174
2003338439	6/2/2014	8,000.00	2003338439
		90,859.35	

2003500198	7/1/2014	8,045.11	2003500198
2003511976	7/31/2014	8,000.00	2003511976
2003524622	9/2/2014	8,000.00	2003524622
2003538053	10/1/2014	8,040.05	2003538053
2003550199	10/31/2014	8,000.00	2003550199
2003562279	12/1/2014	8,000.00	2003562279
2003573678	12/31/2014	8,702.99	2003573678
2003586858	2/2/2015	8,000.00	2003586858
2003597243	3/3/2015	8,000.00	2003597243
2003608112	3/31/2015	8,000.00	2003608112
2003621523	5/1/2015	8,084.76	2003621523
		88,872.91	

CONTRACT SUMMARY SHEET

021406

RFS #		Contract #			
		UT contract number to be determined			
State Agency		State Agency Division			
The University of Tennessee		System Administration (Government Relations and Advocacy)			
Contractor Name		Contractor ID # (FEIN or SSN)			
Strategic Marketing Innovations, Inc. (SMI)		<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 52-2261338			
Service Description					
Service provider communicates with the fed. gov. and advocates on behalf of UT.					
Contract BEGIN Date		Contract END Date		Subrecipient or Vendor?	CFDA #
1-Jan-16		31-Dec-17		Vendor	N/A
Mark Each TRUE Statement					
<input type="checkbox"/> N/A Contractor is on STARS		<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts			
Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
	E170119	N/A	N/A	N/A	N/A
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2016	\$ 55,000.00				\$ 55,000.00
2017	\$ 110,000.00				\$ 110,000.00
2018	\$ 55,000.00				\$ 55,000.00
					\$ -
					\$ -
					\$ -
TOTAL:		\$ -	\$ -	\$ -	\$ 220,000.00
— COMPLETE FOR AMENDMENTS ONLY —			State Agency Fiscal Contact & Telephone #		
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Anthony Haynes, v.p. government relations and advocacy, 615-741-8220		
2011	\$ 55,000.00		State Agency Budget Officer Approval Chief Financial Officer		
2012	\$ 110,000.00				
2013	\$ 110,000.00				
2014	\$ 110,000.00				
2015	\$ 110,000.00				
2016	\$ 55,000.00		Funding Certification (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)		
TOTAL:	\$ 550,000.00	\$ 220,000.00			
End Date	12/31/2015	12/31/2017			
Contractor Ownership (complete only for base contracts with contract # prefix: FA or GR)					
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input type="checkbox"/> NOT disadvantaged	
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> OTHER minority/disadvantaged—		
Contractor Selection Method (complete for ALL base contracts— N/A to amendments or delegated authorities)					
<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation	<input type="checkbox"/> Alternative Competitive Method			
<input type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Negotiation w/ Government(eg,ID,GG,GU)	<input type="checkbox"/> Other			
Procurement Process Summary (complete for Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)					
Originally, this contract was procured via a competitive bid. The University seeks the Committee's approval to extend this contract via non-competitive negotiation.					

THE UNIVERSITY OF TENNESSEE
REQUEST: NON-COMPETITIVE AMENDMENT

1) NCJ Number:	<input type="text" value="9000018921"/>	Fund Number:	<input type="text" value="E170119"/>
2) Campus/Institute Name:	<input type="text" value="University-Wide Administration"/> <input type="text" value="Governmental Relations"/>		

EXISTING CONTRACT INFORMATION

3) Short Description:	<input type="text" value="Amendment # 5, sole-source extension of consulting services, SMI, Inc."/>		
4) Proposed Vendor:	Name:	<input type="text" value="STRATEGIC MARKETING INNOVATIONS INC"/>	
	Vendor Number:	<input type="text" value="1108510"/>	
	Vendor ID:	<input type="text" value="8500018849"/>	
6) Contract Start Date:	<input type="text" value="01/01/2011"/>		
7) Current Contract End Date IF allOptions to Extend the Contract are Exercised:	<input type="text" value="12/31/2015"/>		
8) Current Total Maximum Cost IF allOptions to Extend the Contract are Exercised:	<input type="text" value="\$ 550,000.00"/>		

PROPOSED AMENDMENT INFORMATION

9) Proposed Amendment #	<input type="text" value="005"/>		
10) Proposed Amendment Effective Date:	<input type="text" value="01/01/2016"/>		
11) Proposed Contract End Date IF allOptions to Extend the Contract are Exercised:	<input type="text" value="12/31/2017"/>		
12) Proposed Amendment Amount	<input type="text" value="\$ 220,000.00"/>		
13) Proposed Total Maximum Cost IF allOptions to Extend the Contract are Exercised:	<input type="text" value="\$ 770,000.00"/>		
14) Approval Criteria:	<input type="text" value="Non-competitive negotiation is in universitys best interest"/>		
15) Description of the Proposed Amendment Effects & Any Additional Service:			

16) Explanation of Need for the Proposed Amendment:

17) Name & Address of Vendor/Contractor's Current Principal Owner(s): (not required if proposed contractor is a state education institution)

18) Documentation of Office for Information Resources Endorsement: N/A
(required only if the subject service involves information technology)

19) Documentation of Department of Personnel Endorsement: N/A
(required only if the subject service involves training for state employees)

20) Documentation of State Architect Endorsement: N/A
(required only if the subject service involves construction or real property related services)

21) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives:

22) Justification for the Proposed Non-Competitive Amendment:

**The University of Tennessee
Amendment**

This amendment is dated January 1, 2016, and is between Strategic Marketing Innovations, Inc. ("SMI"), and The University of Tennessee. This amendment modifies the original agreement between the parties, which was dated January 1, 2011.

The parties agree as follows:

1. Term: The parties extend the term of the agreement from the beginning of January 1, 2016, to the end of December 31, 2017.
2. Financial:
 - a. Increase: The University will pay SMI \$8,000.00 per month as a base fee, and the University will reimburse SMI up to \$1,166.67 per month for expenses that are reimbursable under the University's fiscal policies. SMI shall provide a receipt for expenses.
 - b. Cumulative Maximum Financial Obligation: \$770,000.00.
3. Termination: The University may terminate this agreement at any time for any reason. Termination will be effective 10 business days after the University notifies SMI. SMI shall stop all work under this agreement upon receipt of University's notice to terminate this agreement.
4. Intent: Except for the terms and conditions modified above, the parties intend that all other terms and conditions remain unchanged.

The parties are signing this agreement on the date stated in the introductory clause.

Strategic Marketing Innovations, Inc.

The University of Tennessee

Signature: _____

Signature*: _____

Name: _____

Name: _____

Title: _____

Title: _____

****Only authorized officials can bind the University. A list of the University's authorized officials is located here:***
<http://treasurer.tennessee.edu/contracts/contractsignature.html>

**THE UNIVERSITY OF TENNESSEE
CONTRACT AMENDMENT**

This amendment is to the Contract between the University of Tennessee ("University") and Strategic Marketing Innovations, Inc. ("Contractor"), which Contract was entered into on January 1, 2011.

This Contract amendment consists of this cover page, the University's Standard Terms and Conditions and 0 additional pages.

By mutual agreement, the University and the Contractor agree to the following amendment:

Pursuant to Section 17 of the Contract, by this Contract Amendment, the University hereby exercises its right to renew the Contract for one year, January 1, 2015 - December 31, 2015.

All other terms remain unchanged.

In witness of their acceptance of the terms of this agreement, the parties have had this Contract executed by their duly authorized representatives.

FOR CONTRACTOR:

	<u>Glen Mandery</u>	<u>12/17/14</u>
Signature	Printed Name	Date
<u>President</u>	<u>52-2261338</u>	<u>202)4675459</u>
Title	Federal ID	Telephone
<u>1020 19th St, NW #375 Washington DC 20036</u>		
Address		

FOR UNIVERSITY:

<u>DocuSigned by:</u> <u>Charles M. Peccolo</u>	<u>Responsible Fund</u> <u>Charles M. Peccolo</u>	<u>Administrative Signature (opt.)</u> <u>Treasurer</u>
<u>85CB3880733A4F2...</u>	<u>Printed Name / Title</u>	<u>12/15/2014</u> <u>Date</u>

THE UNIVERSITY OF TENNESSEE'S STANDARD TERMS AND CONDITIONS

1. The University is not bound by this Contract until it is approved and signed by appropriate University authorized official(s). A list of the University's authorized officials is located here: <http://treasurer.tennessee.edu/contracts/contractsignature.html>
2. This Contract may be modified only by a written amendment which has been executed and approved by the authorized officials of both parties. A list of the University's authorized officials is located here: <http://treasurer.tennessee.edu/contracts/contractsignature.html>
3. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the University.
4. Unless otherwise indicated on the reverse, if this Contract provides for reimbursement for travel, meals or lodging, such reimbursement must be made in accordance with University travel policies.
5. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the University or any other agency or institution of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract.
6. The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
7. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such nondiscrimination, and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.
8. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
9. This Contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.
10. The Contractor shall avoid at all times any conflict of interests between his/her duties and responsibilities as a Contractor and his/her interests outside the scope of any current or future Contracts. The following principles define the general parameters of a conflict of interests prohibited by the University:
 - a. Contractor's outside interests shall not interfere with or compromise his/her judgment and objectivity with respect to his/her duties and responsibilities to the University.
 - b. A Contractor shall not make or influence University decisions or use University resources in a manner that results in: Financial gain outside any current or future Contracts for either the Contractor or his/her relatives or Unfair advantage to or favored treatment for a third party outside the University.
 - c. A Contractor's outside financial interests shall not affect the design, conduct, or reporting of research. The Contractor certifies that he/she has no conflicts of interests and has disclosed in writing the following:
 - a. Any partners or employees of the Contractor who are also employees of the University.
 - b. Any relatives of the Contractor's partners or employees who work for the University.
 - c. Any outside interest that may interfere with or compromise his/her judgment and objectivity with respect to his/her responsibilities to the University.
11. If the Contractor fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor.
12. It is understood by the Contractor that the University will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract. The Contractor and the University acknowledge and agree that the Contractor's work under this Contract shall belong to the University as "work-made-for-hire" (as such term is defined in U.S. Copyright Law). To the extent Contractor's work is not deemed to constitute "work-made-for-hire," Contractor hereby assigns and transfers to the University all of Contractor's right, title and interest in and to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract.
13. For personal, professional, and consultant services, the Contractor shall submit brief, periodic progress reports to the University as requested.
14. In compliance with the requirements of Tenn. Code Ann. § 12-3-309, for any contract for goods or services purchased by the University, the Contractor hereby attests that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performances of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of the Contract.
15. Any activities performed within the University of Tennessee facilities in support of this contract shall be executed in accordance with all applicable safety and environmental standards. Covered activities include but are not limited to the installation, servicing and maintenance of devices or equipment. Requisite safety standards include those promulgated by the Tennessee Occupational Safety and Health Administration (TOSHA), the Tennessee Department of Environment and Conservation (TDEC), Tennessee Division of Radiological Health, and any other regulation or related consensus standards which may apply to the device, equipment, or services covered under this contract. All hazardous substances and materials, including waste, under the control of the contractor shall be managed in accordance with applicable EPA and TDEC regulations. *Failure to abide by regulatory requirements may result in termination of the contract by the university. Any fines imposed against the University as the result of a contractor's failure to abide by regulations shall be the contractor's responsibility.*
16. This Contract is the entire agreement between the University (including University employees and other end users) and Contractor. In the event Contractor enters into terms of use, end user agreements, or other agreements or understandings, whether electronic, click-through, or shrink-wrap, and whether verbal or written, with University employees or other end users, such agreements shall be null, void, and without effect, and the terms of this Contract shall apply.
17. In compliance with the requirements of Tenn. Code Ann. § 12-3-306, the Contractor hereby attests that the Contractor has registered with the State of Tennessee's Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.

THE UNIVERSITY OF TENNESSEE
CONTRACT AMENDMENT

This amendment is to the Contract between the University of Tennessee (hereinafter University) and Strategic Marketing Innovations, Inc. (hereinafter Contractor), which Contract was entered into on January 1, 2011.

This Contract amendment consists of this cover page, the University's Standard Terms and Conditions and 0 additional pages.

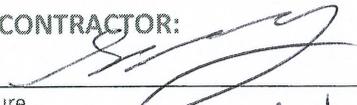
By mutual agreement, the University and the Contractor agree to the following amendment:

Pursuant to Section 17 of the original Contract, by this Amendment, the University exercises its right to renew the Contract for one year, January 1, 2014 - December 31, 2014.

All other terms remain unchanged.

In witness of their acceptance of the terms of this agreement, the parties have had this Contract executed by their duly authorized representatives.

FOR CONTRACTOR:

Signature 
Printed Name Glenton Mandigo
Date 12/13/13
Title President
Federal ID 52-2261338
Telephone 202 4675459
Address 1020 19th St NW #375 Washington DC 20036

FOR UNIVERSITY:

Department Name 
Authorized Signature 
Responsible Fund Charles M. Peccolo, Treasurer JCFO
Printed Name / Title Charles M. Peccolo, Treasurer JCFO
Administrative Signature (opt.) 
Date 12-13-13

THE UNIVERSITY OF TENNESSEE'S STANDARD TERMS AND CONDITIONS

1. The University is not bound by this Contract until it is approved and signed by appropriate University authorized official(s). A list of the University's authorized officials is located here: <http://treasurer.tennessee.edu/contracts/contractsignature.html>
2. This Contract may be modified only by a written amendment which has been executed and approved by the authorized officials of both parties. A list of the University's authorized officials is located here: <http://treasurer.tennessee.edu/contracts/contractsignature.html>
3. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the University.
4. Unless otherwise indicated on the reverse, if this Contract provides for reimbursement for travel, meals or lodging, such reimbursement must be made in accordance with University travel policies.
5. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the University or any other agency or institution of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract.
6. The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
7. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such nondiscrimination, and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.
8. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
9. This Contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.
10. The Contractor shall avoid at all times any conflict of interests between his/her duties and responsibilities as a Contractor and his/her interests outside the scope of any current or future Contracts. The following principles define the general parameters of a conflict of interests prohibited by the University:
 - a. Contractor's outside interests shall not interfere with or compromise his/her judgment and objectivity with respect to his/her duties and responsibilities to the University.
 - b. A Contractor shall not make or influence University decisions or use University resources in a manner that results in: Financial gain outside any current or future Contracts for either the Contractor or his/her relatives or Unfair advantage to or favored treatment for a third party outside the University.
 - c. A Contractor's outside financial interests shall not affect the design, conduct, or reporting of research.The Contractor certifies that he/she has no conflicts of interests and has disclosed in writing the following:
 - a. Any partners or employees of the Contractor who are also employees of the University.
 - b. Any relatives of the Contractor's partners or employees who work for the University.
 - c. Any outside interest that may interfere with or compromise his/her judgment and objectivity with respect to his/her responsibilities to the University.
11. If the Contractor fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor.
12. It is understood by the Contractor that the University will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract. The Contractor and the University acknowledge and agree that the Contractor's work under this Contract shall belong to the University as "work-made-for-hire" (as such term is defined in U.S. Copyright Law). To the extent Contractor's work is not deemed to constitute "work-made-for-hire," Contractor hereby assigns and transfers to the University all of Contractor's right, title and interest in and to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract.
13. For personal, professional, and consultant services, the Contractor shall submit brief, periodic progress reports to the University as requested.
14. In compliance with the requirements of Tenn. Code Ann. § 12-3-309, for any contract for goods or services purchased by the University, the Contractor hereby attests that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performances of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of the Contract.
15. Any activities performed within the University of Tennessee facilities in support of this contract shall be executed in accordance with all applicable safety and environmental standards. Covered activities include but are not limited to the installation, servicing and maintenance of devices or equipment. Requisite safety standards include those promulgated by the Tennessee Occupational Safety and Health Administration (TOSHA), the Tennessee Department of Environment and Conservation (TDEC), Tennessee Division of Radiological Health, and any other regulation or related consensus standards which may apply to the device, equipment, or services covered under this contract. All hazardous substances and materials, including waste, under the control of the contractor shall be managed in accordance with applicable EPA and TDEC regulations. *Failure to abide by regulatory requirements may result in termination of the contract by the university. Any fines imposed against the University as the result of a contractor's failure to abide by regulations shall be the contractor's responsibility.*
16. This Contract is the entire agreement between the University (including University employees and other end users) and Contractor. In the event Contractor enters into terms of use, end user agreements, or other agreements or understandings, whether electronic, click-through, or shrink-wrap, and whether verbal or written, with University employees or other end users, such agreements shall be null, void, and without effect, and the terms of this Contract shall apply.
17. In compliance with the requirements of Tenn. Code Ann. § 12-3-306, the Contractor hereby attests that the Contractor has registered with the State of Tennessee's Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.

**THE UNIVERSITY OF TENNESSEE
CONTRACT AMENDMENT**

This amendment is to the Contract between the University of Tennessee (hereinafter University) and Strategic Marketing Innovations, Inc. (hereinafter Contractor), which Contract was entered into on January 1, 2011.

This Contract amendment consists of this cover page, the University's Standard Terms and Conditions and 0 additional pages.

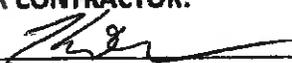
By mutual agreement, the University and the Contractor agree to the following amendment:

Pursuant to Section 17 of the original Contract, by this Amendment, the University is exercising its right to renew the Contract for one year, January 1, 2013 - December 31, 2013.

All other terms remain unchanged.

In witness of their acceptance of the terms of this agreement, the parties have had this Contract executed by their duly authorized representatives.

FOR CONTRACTOR:

	<u>Theodore D Lynch</u>	<u>12/7/12</u>
Signature	Printed Name	Date
<u>President</u>	<u>52-2261338</u>	<u>202-467-5459, ext. 229</u>
Title	Federal ID	Telephone
<u>1020 19th St. NW, Suite 375, Washington D.C. 20036</u>		
Address		

FOR UNIVERSITY:

<u>Charles W. Arns</u>	<u>Department Responsible Fund</u> <u>Charles M. Pectole</u>	<u>Departmental Signature (optional)</u>
University Authorized Official Signature	Treasurer Printed Name / Title	<u>12/11/12</u> Date

UNIVERSITY'S STANDARD TERMS AND CONDITIONS

1. The University is not bound by this Contract until it is approved by the appropriate University official(s) indicated on the signature page of this Contract.
 2. This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.
 3. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the University.
 4. Unless otherwise indicated on the reverse, if this Contract provides for reimbursement for travel, meals or lodging, such reimbursement must be made in accordance with University travel policies.
 5. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the University or any other agency or institution of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract.
 6. The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
 7. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.
 8. The Contractor, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this Contract. The University shall have no liability except as specifically provided in this Contract.
 9. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
 10. This Contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.
 11. The Contractor shall avoid at all times any conflict of interests between his/her duties and responsibilities as a Contractor and his/her interests outside the scope of any current or future Contracts. The following principles define the general parameters of a conflict of interests prohibited by the University:
 - a. Contractor's outside interests shall not interfere with or compromise his/her judgment and objectivity with respect to his/her duties and responsibilities to the University.
 - b. A Contractor shall not make or influence University decisions or use University resources in a manner that results in:
 - Financial gain outside any current or future Contracts for either the Contractor or his/her relatives or
 - Unfair advantage to or favored treatment for a third party outside the University.
 - c. A Contractor's outside financial interests shall not affect the design, conduct, or reporting of research.
- The Contractor certifies that he/she has no conflicts of interests and has disclosed in writing the following:
- a. Any partners or employees of the Contractor who are also employees of the University.
 - b. Any relatives of the Contractor's partners or employees who work for the University.
 - c. Any outside interest that may interfere with or compromise his/her judgment and objectivity with respect to his/her responsibilities to the University.
12. If the Contractor fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor.
 13. It is understood by the Contractor that the University will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract. The Contractor and the University acknowledge and agree that the Contractor's work under this Contract shall belong to the University as "work-made-for-hire" (as such term is defined in U.S. Copyright Law).
 14. For personal, professional, and consultant services, the Contractor shall submit brief, periodic progress reports to the University as requested.
 15. In compliance with the requirements of Chapter 878, Public Acts of 2006 of the State of Tennessee, for any contract for goods or services purchased by the University, the Contractor hereby attests that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performances of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of the Contract.

**THE UNIVERSITY OF TENNESSEE
CONTRACT AMENDMENT**

This amendment is to the Contract between the University of Tennessee (hereinafter University) and Strategic Marketing Innovations, Inc. (hereinafter Contractor), which Contract was entered into on January 1, 2011.

This Contract amendment consists of this cover page, the University's Standard Terms and Conditions and 0 additional pages.

By mutual agreement, the University and the Contractor agree to the following amendment:
Pursuant to Section 17 of the original Contract, by this Amendment, the University is exercising its right to renew the Contract for one year, January 1, 2012 - December 31, 2012.

All other terms remain unchanged.

In witness of their acceptance of the terms of this agreement, the parties have had this Contract executed by their duly authorized representatives.

FOR CONTRACTOR:

<u></u> Signature	<u>Theresa D Lynch</u> Printed Name	<u>12/16/11</u> Date
<u>President</u> Title	<u>52-2261338</u> Federal ID	<u>202-467-5459, ext. 229</u> Telephone
<u>1020 19th Street NW, Suite 375, Washington, DC 20036</u> Address		

FOR UNIVERSITY:

<u>Federal Relations</u> Department Name	<u>57019</u> Department Responsible Fund	<u>[Signature]</u> Departmental Signature (optional)
<u>[Signature]</u> University Authorized Official Signature	<u>Ronell A. Lucas, Chief Business Officer</u> Printed Name / Title	<u>12/14/11</u> Date

UNIVERSITY'S STANDARD TERMS AND CONDITIONS

1. The University is not bound by this Contract until it is approved by the appropriate University official(s) indicated on the signature page of this Contract.
 2. This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.
 3. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the University.
 4. Unless otherwise indicated on the reverse, if this Contract provides for reimbursement for travel, meals or lodging, such reimbursement must be made in accordance with University travel policies.
 5. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the University or any other agency or institution of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract.
 6. The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
 7. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.
 8. The Contractor, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this Contract. The University shall have no liability except as specifically provided in this Contract.
 9. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
 10. This Contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.
 11. The Contractor shall avoid at all times any conflict of interests between his/her duties and responsibilities as a Contractor and his/her interests outside the scope of any current or future Contracts. The following principles define the general parameters of a conflict of interests prohibited by the University:
 - a. Contractor's outside interests shall not interfere with or compromise his/her judgment and objectivity with respect to his/her duties and responsibilities to the University.
 - b. A Contractor shall not make or influence University decisions or use University resources in a manner that results in
 - o Financial gain outside any current or future Contracts for either the Contractor or his/her relatives or
 - o Unfair advantage to or favored treatment for a third party outside the University.
 - c. A Contractor's outside financial interests shall not affect the design, conduct, or reporting of research.
- The Contractor certifies that he/she has no conflicts of interests and has disclosed in writing the following:
- a. Any partners or employees of the Contractor who are also employees of the University.
 - b. Any relatives of the Contractor's partners or employees who work for the University.
 - c. Any outside interest that may interfere with or compromise his/her judgment and objectivity with respect to his/her responsibilities to the University.
12. If the Contractor fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor.
 13. It is understood by the Contractor that the University will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract. The Contractor and the University acknowledge and agree that the Contractor's work under this Contract shall belong to the University as "work-made-for-hire" (as such term is defined in U.S. Copyright Law).
 14. For personal, professional, and consultant services, the Contractor shall submit brief, periodic progress reports to the University as requested.
 15. In compliance with the requirements of Chapter 878, Public Acts of 2006 of the State of Tennessee, for any contract for goods or services purchased by the University, the Contractor hereby attests that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performances of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of the Contract.

CONTRACT

This Contract, made and entered into on January 1, 2011, documents the agreement between The University of Tennessee (hereinafter University) and Strategic Marketing Innovations (hereinafter Contractor).

The following documents make up this Contract: this Contract; Contractor's Response to the University's Request for Quotation (Exhibit A); and the University's Request for Quotation (Exhibit B). Notwithstanding anything herein to the contrary, in the event of any inconsistency or conflict among those documents, the following order of precedence shall govern: 1) this Contract; 2) Contractor's Response to the University's Request for Quotation; and 3) the University's Request for Quotation.

SCOPE OF SERVICES

The Contractor shall represent the University of Tennessee in Washington, DC to support its federal advocacy and provide assistance that will strengthen its efforts to secure federal funding, legislative advocacy, and shaping regulatory issues. The Contractor will provide the following specific services:

1. Communicate the University's position on regulatory and legislative matters of interest, including:
 - a. Assist the Director of Federal Relations with the development, presentation, and promotion of federal priorities, initiatives and other proposals.
 - b. Initiate and market the University of Tennessee to federal agencies.
 - c. Demonstrate a direct capacity in negotiating federal contracts.
 - d. Direct contact with Administration staff.
 - e. Direct contact with Authorization and Appropriations professional staff.
 - f. Direct communication with Members of Congress and staff.
 - g. Drafting letters and issue briefs on legislation, as necessary.
 - h. Under the direction of the University's Director of Federal Relations, help secure opportunities for UT researchers, faculty, and administration to testify on behalf of the University before legislative committees, federal agencies, and associations.
 - i. Report to and coordinate with Director of Federal Relations on University related activities with the federal government.
 - j. Identify sources of funding and associated research/development focus areas for federal initiatives and ability to think "outside the box" in areas not previously accessed by the University.
 - k. Identify and monitor federal legislation that may impact the University.

- l. Attend hearings and markup sessions to track UT projects, appropriations requests, and issues of interest, and provide reports of such activities to the Director of Federal Relations.
- m. Help raise the University's profile at the federal level.
- n. Provide other related services as needed, including, but not limited to:
 - i. Assist in the development of strong relationships between UT personnel and appropriate programmatic federal agency personnel.
 - ii. Assist in relationship outreach with Congressional committee Members and staff, such as chairmen, ranking members, clerks, and other members of key Authorization and Appropriations Subcommittees.

TERMS AND CONDITIONS

2. The University is not bound by this Contract until it is approved by the appropriate University official(s) indicated on the signature page of this Contract.
3. This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.
4. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the University.
5. The University shall pay the Contractor a flat retainer of \$ 8,000.00 each month plus reimbursement for expenses upon receipt of a itemized invoice. Reimbursement for travel, meals or lodging, must be made in accordance with University travel policies Under no circumstance shall the University's maximum liability under this contract exceed \$110,000.00 including travel reimbursement.
6. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the University or any other agency or The University of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract.

7. The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Tennessee State Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
8. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.
9. The Contractor, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this Contract. The University shall have no liability except as specifically provided in this Contract.
10. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
11. This Contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.
12. The Contractor shall avoid at all times any conflict of interests between his/her duties and responsibilities as a Contractor and his/her interests outside the scope of any current or future Contracts. The following principles define the general parameters of a conflict of interests prohibited by the University:
 - a. A Contractor's outside interests shall not interfere with or compromise his/her judgment and objectivity with respect to his/her duties and responsibilities to the University.
 - b. A Contractor shall not make or influence University decisions or use University resources in a manner that results in:
 - i. Financial gain outside any current or future Contracts for either the Contractor or his/her relatives or
 - ii. Unfair advantage to or favored treatment for a third party outside the University.
 - c. The Contractor certifies that he/she has no conflicts of interests and has disclosed in writing the following:

- i. Any partners or employees of the Contractor who are also employees of the University.
 - ii. Any relatives of the Contractor's partners or employees who work for the University.
 - iii. Any outside interest that may interfere with or compromise his/her judgment and objectivity with respect to his/her responsibilities to the University.
13. If the Contractor fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor.
14. It is understood by the Contractor that the University will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract. The Contractor and the University acknowledge and agree that the Contractor's work under this Contract shall belong to the University as "work-made-for-hire" (as such term is defined in U.S. Copyright Law).
15. For personal, professional, and consultant services, the Contractor shall submit brief, periodic progress reports to the University as requested.
16. In compliance with the requirements of Chapter 878, Public Acts of 2006 of the State of Tennessee, for any contract for goods or services purchased by the University, the Contractor hereby attests that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performances of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of the Contract.
17. The period of performance under this contract is for one year. The University reserves the right to renew this contract on an annual basis for up to four (4) additional years at its option. However, the University may terminate this Contract at any time by giving the Contractor at least thirty (30) days written notice, in which event the Contractor shall be entitled to receive equitable compensation for satisfactory authorized work completed as of the termination date. Should all four option years be exercised, the maximum liability shall not exceed \$550,000.00.
18. All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage

prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The University:

The University of Tennessee
Hank Dye
821 Andy Holt Tower
1331 Circle Park
Knoxville, TN 37996-0180

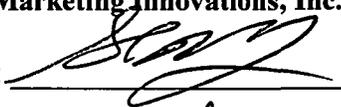
The Contractor:

Strategic Marketing Innovations, Inc.
Shelley Luehring, Controller
1020 19th Street NW, Suite 375
Washington, DC 20036
Tel: 202-467-5459
Fax: 202-467-5469

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is confirmed telephonically by the sender if prior to 5:00 p.m. EST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

Agreed:

Strategic Marketing Innovations, Inc.

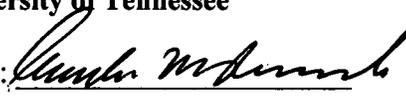
Signature: 

Name: Glen Mandigo

Title: Exec VP

Date: 1/24/11

The University of Tennessee

Signature: 

Name: Charles M. Peccolo
Treasurer

Title: _____

Date: JAN 24 2011

Exhibit A

THE UNIVERSITY OF TENNESSEE

REQUEST FOR QUOTATION
THIS IS NOT AN ORDER

Return Quotes To:

The University of Tennessee
Purchasing Department
5723 Middlebrook Pike
Knoxville, TN 37921

Information
Date: 10/19/2010
RFQ No: 6000039072
Collective No: 10036352
Return Quote By: 11/11/2010 2:00 PM ET
Promised Ship Date: (Furnish)
Payment Terms: (Furnish)
FOB UT Dest Unless Otherwise Specified Below
Buyer: Sharon Mount
Phone: 865-974-3105
Fax: 865-974-2973

Vendor Address
Bidder # D99999
University of T
PARENT RFQ
UT TN

Table with 5 columns: Item, Quantity, U/M, Material/Description, Price Per Unit, Net Amount

IF THE BIDDER TAKES EXCEPTION TO ANYTHING IN THE SPECIFICATIONS OR TERMS AND CONDITIONS THE EXCEPTION MUST BE LISTED BELOW IF NECESSARY YOU MAY SUPPLEMENT YOUR COMMENTS WITH AN ATTACHEMENT LISTING YOUR EXCEPTIONS IF NO EXCEPTIONS ARE TAKEN WRITE NONE IN THE AREA FURNISHED BELOW IF NO COMMENTS ARE FURNISHED IT WILL BE ASSUMED THAT NO EXCEPTIONS ARE BEING TAKEN

CERTIFICATION: MY COMPANY IS CLASSIFIED AS A:

NOTE: It will be assumed that business category is large if no response is furnished

LARGE BUSINESS ___ SMALL BUSINESS [X] WOMAN OWNED ___

PLEASE INDICATE BELOW ONLY IF YOUR FIRM IS AT LEAST 51 PERCENT OWNED BY A MEMBER(S) OF THE FOLLOWING GROUPS

BLACK AMERICAN ___ HISPANIC AMERICAN ___ ASIAN PACIFIC AMERICAN ___ NATIVE AMERICAN ___ ASIAN INDIAN AMERICAN ___

IT IS UNDERSTOOD AND AGREED THAT THIS BID WHEN CERTIFIED BY AN AUTHORIZED SIGNATURE SHALL CONSTITUTE AN OFFER WHICH WHEN ACCEPTED IN WRITING BY THE UNIVERSITY'S PURCHASING DEPARTMENT AND SUBJECT TO THE TERMS AND CONDITIONS OF SUCH ACCEPTANCE WILL CONSTITUTE A VALID AND BINDING CONTRACT BETWEEN THE UNIVERSITY OF TENNESSEE AND THE BIDDER/CONTRACTOR SUBMITTING SUCH OFFERING

WE OFFER TO SELL TO YOU THE ABOVE MATERIAL(S) OR SERVICES AT THE PRICE AND TERMS SPECIFIED HEREON AND IN ACCORDANCE WITH THE UNIVERSITY'S GENERAL AND ANY SPECIAL BID CONDITIONS FURNISHED AND INCORPORATED INTO THIS DOCUMENT ALL EXCEPTIONS ALTERNATIVE MATERIALS OR SPECIFICATIONS IF ANY HAVE BEEN CLEARLY INDICATED IF YOU HAVE ANY QUESTIONS ABOUT THIS REQUEST FOR QUOTATION CONTACT THE BUYER AT THE ADDRESS OR TELEPHONE NUMBER SHOWN ABOVE

WHEN OFFERING A NO BID PLEASE INDICATE YOUR REASON(S) BELOW AND RETURN THIS INFORMATION WITH YOUR RESPONSE

___ DO NOT HANDLE THIS TYPE EQUIPMENT ___ CANNOT MEET SPECIFICATIONS
___ CANNOT MEET REQUIRED DELIVERY ___ MATERIALS NOT AVAILABLE
___ OTHER (SPECIFY) _____

IN COMPLIANCE WITH THE REQUIREMENTS OF CHAPTER 878 PUBLIC ACTS OF 2008 THE CONTRACTOR HEREBY ATTESTS THAT THE CONTRACTOR SHALL NOT KNOWINGLY UTILIZE THE SERVICES OF AN ILLEGAL IMMIGRANT IN THE PERFORMANCE OF THIS CONTRACT AND SHALL NOT KNOWINGLY UTILIZE THE SERVICES OF ANY SUBCONTRACTOR WHO WILL UTILIZE THE SERVICES OF AN ILLEGAL IMMIGRANT IN THE PERFORMANCE OF THIS CONTRACT

ALL FIRMS WISHING TO DO BUSINESS WITH THE UNIVERSITY MUST LIST THEIR FEDERAL TAX ID NO OR SOCIAL SECURITY NO (IF INDIVIDUAL) IN THE SPACE PROVIDED:

TAX ID OR SSN: 52-2261338

Signature: Damian Kunko
(Printed Name and Company Name) Damian Kunko, Strategic Marketing Innovations
Telephone # Toll free if available 202-467-5459 ext. 229
E-Mail Address damian@strategicmi.com

Date: 11-9-10
Title: Vice President
Phone # 202-467-5469
(FAX #)
WEB Site Address www.strategicmi.com

8500018849



The University of Tennessee
Request for Proposal
to
Provide Government Relations Services

Strategic Marketing Innovations, Inc.
1020 19th Street, N.W., Suite 375
Washington, DC 20036

November 9, 2010



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8500018849



November 9, 2010

Sharon Mount
Purchasing Department
5723 Middlebrook Pike
Knoxville, IN 37921

Dear Ms. Mount:

Strategic Marketing Innovations, Inc. (SMI) is pleased to submit this proposal to provide federal government relations services to the University of Tennessee (UT). We possess the right set of capabilities, experience and network of contacts and relationships to enhance and build upon UT's government relations strategy. SMI brings to the table a history of successful projects with institutions of higher education, and we envision a continued formidable record of achieving results.

SMI brings forth expertise in policy work related to university projects with various federal agencies and departments. Our unique team brings the requisite skills of policy development, regulatory analysis, state/federal marketing, appropriations lobbying, and communications to greatly enhance the potential for success in the development and implementation of your university system priorities.

The combination of your impressive university system and ongoing federal outreach efforts and the SMI track record in promoting federal/state/university partnerships offers a strong foundation for success. We look forward to assisting UT to effectively market policy and research priorities to the U.S. Federal Government.

I authorize the quote included in this proposal. Please do not hesitate to contact me if you have any questions or require additional information.

Sincerely,

Damian Kunko
Vice President
202.683.2345 (direct)
703.477.4705 (mobile)
202.467.5469 (fax)
Damian@strategicmi.com

Strategic Marketing Innovations
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Federal ID #: 52-2261338

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II. TECHNICAL PROPOSAL

QUALIFICATIONS

Strategic Marketing Innovations, Inc. (SMI) is a Washington, D C. based consulting firm that has been assisting clients with government relations and strategy requirements since 1993. Our offices are located at 1020 19th Street, NW. Our location is strategically positioned in downtown DC, with easy access to Capitol Hill and various federal department and agency buildings

SMI has a long and successful record of accomplishment in meeting the public policy, strategic planning, federal funding, and federal marketing needs of government clients, technology companies and universities throughout the world. SMI currently represents over 110 clients, including seven universities, small to Fortune 500 companies, federal agencies and nonprofits SMI has thirteen registered lobbyists, a four person research and policy staff, and four administrative employees

For the University of Tennessee (UT), SMI offers representation that merges a proven program development system designed for public research universities, extensive experience working with the Tennessee delegation, federal legislative and appropriations experience, and military and federal agency experience. SMI specifically utilizes contacts within all of the federal departments, specifically the Departments of Energy, Agriculture, Defense, and Health and Human Services, to successfully advocate for, and market on behalf of, university clients Our team includes members that have worked for the Departments of Defense and Energy, as well as others who have worked closely with all of the above federal departments while working in Congress or in the private sector.

We believe this combination of experience in federal advocacy and federal marketing, as well as our comprehensive web of federal contacts, will provide UT with the knowledge, expertise and resources it needs to build a robust and successful government relations strategy.

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LOBBYING REQUIREMENT

DESCRIPTION OF SERVICES AND ACTIVITIES

SMI is built on the principle that our ability to add value is maximized only when we are capable of fully understanding our client's mission, goals and organization. At SMI, we devote extensive effort to analysis of our client's needs and the associated strategic planning required to meet those needs. Our approach requires greater experience, creativity and effort. It is this approach that distinguishes SMI from our competitors.

Over the last six years, SMI has secured over \$1 billion in Congressionally directed appropriations and contract activity for our clients. SMI has positioned clients for contract awards and has generated significant funding for numerous projects in areas such as economic development, defense and technology research, homeland security, energy, agriculture, transportation, health, environment and education.

SMI has generated federal funding opportunities for university led research, resulting in spin-out companies. SMI subsequently assisted those small businesses in securing purchase contracts or additional R&D funding, including DoD Small Business Innovative Research (SBIR) funding. SMI is currently spearheading a major grassroots campaign to reauthorize the SBIR and Small Business Technology Transfer (STTR) programs on Capitol Hill in which several Tennessee firms are participants.

SMI has secured federal program funding and contract opportunities leading to more than 12 new plant or production facility openings throughout the nation. All the openings resulted in the creation of high paying job opportunities, most of which were filled with advanced degree holders.

SMI created Helios Strategies, a business unit to provide a range of services to clients with the goal of driving investment into the renewable energy and energy efficiency sectors, shaping the policy landscape to promote federal legislation that encourages clean energy development. SMI and Helios focus on program development and funding opportunities for clean and alternative energy technology. SMI represents a diverse number of companies and universities conducting research on wind, wave, and tidal power, fuel and solar cells, and coal-to-liquid and biomass fuels. By helping to secure funding for these clients, a significant number of jobs relating to the emerging area of clean energy production have been created.

METHODOLOGY AND EXPERIENCE

SMI's experience and demonstrated success favorably places us in a position to achieve the University's objectives outlined in section 1.2 of the RFP. SMI's proven track record would strengthen UT's efforts and ability to secure funding from federal agencies for its research, teaching and public service programs.

SMI further understands the unique needs of medical schools and has demonstrated success in public/private partnerships with university medical centers to develop new technologies and improve facilities. We have generated funding for equipment and healthcare technologies, including sickle cell research (University of Texas at Dallas), health informatics for child public health (University of Maine), cancer treatment (U. Massachusetts Lowell), remote mental health and diagnoses focused on veterans in rural communities (East Carolina University), obesity research focused on diabetes (East Carolina University), and funding for the purchase and installation of a functional MRI for auditory research (U of Texas Dallas/SouthWestern Medical School). SMI is currently working with the University of Arkansas at Little Rock to secure funding for its Nano-Center in partnership with the U of Arkansas Medical School to develop nano-technology for cancer therapy and testing. In addition, it should be noted that SMI maintains a solid working relationship with the Army's Medical Research and Materiel Command at Fort Detrick which serves as the center for all medical research in the Department of Defense.

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UT's interest in promoting federal initiatives in defense and energy R&D are well within the scope of SMI's capabilities. Defense and energy R&D funding is the cornerstone of SMI's expertise. SMI's approach is unique in that federal efforts do not stop after R&D funding has been secured. SMI leverages the funding to bring technologies to commercialization and market them to federal agencies. SMI strategically brings together the appropriate legislative and executive branch players to maximize visibility and opportunities for success.

SMI has extensive and long standing relationships with the Tennessee Congressional Delegation and other key contacts in Congress. SMI has also developed key relationships throughout federal agencies, particularly at the Department of Defense, the Department of Energy, including relationships with national labs like Oak Ridge National Lab which UT helps manage; the Department of Homeland Security, the Department of Transportation, the Department of Education, the Department of Health and Human Services, the Department of Agriculture and the Environmental Protection Agency. SMI believes that working Capitol Hill is only one component of a federal government relations strategy. We employ aggressive outreach and marketing techniques to bring our clients to the key decision-makers throughout the federal government.

OVERALL APPROACH

SMI's overall approach to tasks described in section 1.3 of the RFP would build on our model of success with our long-term land grant university clients. This holistic model focuses on creating strong program initiatives of strategic interest to the university; linking the university to key agency customers; assisting our clients in their pursuit of direct funding from federal agencies, implementing SMI's staffer and Member-driven appropriations request campaign to secure funding; protecting the funds and positioning the University for contract award; and working with the resulting program to expand funding opportunities and facilitate transition to sustainable competitive funding.

SMI's multi-faceted approach would address the entirety of UT's regulatory and legislative interests with the Federal Government. SMI specializes in building programs to support our clients' R&D goals, which are further complemented through federal sales and marketing, as well as tracking and influencing federal policy related to our clients' priorities.

SMI will work with UT's Director of Federal Relations with the development, presentation and promotion of federal priorities, initiatives and any other proposals that arise and draw interest from the University. There are many funding opportunities that exist outside of the Congressional appropriations process that SMI will work with UT to identify. As a prestigious university, there are many opportunities for partnerships with small businesses and federal laboratories that would create favorable opportunities for funding. SMI will make introductions and facilitate opportunities for these types of constructive partnerships.

SMI will help identify UT programs best suited for federal marketing, initiate contact and take the appropriate steps to market the University and its programs to the appropriate federal agencies. SMI will do this through continued monitoring and shaping of the Administration's agenda, as well as legislative priorities. SMI will work to shape priorities and actions that are favorable to UT's legislative and regulatory goals by initiating contact and arranging meetings with agency program staff and government champions of UT's projects on Capitol Hill. SMI's presence in DC as UT's government relations representative will include drafting letters and issue briefs on legislation, attending hearings and markup sessions, and seeing UT's requests through all steps of the appropriations cycle.

Federal marketing to agencies will be a year-round effort. However, the federal appropriations process follows a specific cycle that SMI will engage in to ensure that UT's requests and programs meet all relevant procedures and requirements.

CONGRESSIONAL APPROPRIATIONS

The first step in the appropriations process is to develop a ranked list of programs that UT would like to pursue with Congressional support. SMI has developed a recommended format for university federal appropriation request books, which has repeatedly been praised by congressional offices for being clear, concise, and complete. We recently processed over 130 appropriation request forms to assist the Maine delegation in submitting funding requests for the University of

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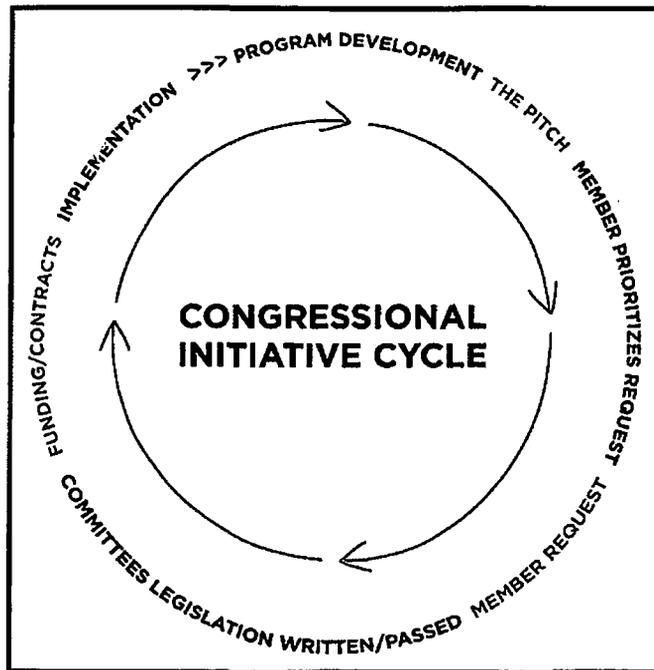
Maine Congressional staff know that they can count on SMI to make their job easier and to make our client one of the most organized constituents in their portfolio

Program development should be completed by the end of the calendar year to allow time to build a support team of strategic partners and secure federal support on Capitol Hill and in the appropriate federal agencies as well. When the President releases his budget in February, SMI will review the document to determine the funding lines for UT's Congressional initiatives and finalize presentation materials for Capitol Hill visits, which take place throughout the month of February. SMI will be a steady voice of support for UT's project requests throughout the mark up and conference periods, which are normally scheduled from May to September.

Once Congress appropriates funds, federal agencies take the funds and implement programs. Programs with existing contracts will be able to receive funds as soon as they are released to the division program level. This means that UT may have an opportunity to attach the new money on an existing contract that UT has with the government. New Start programs that pursue a sole source contract will take more time. SMI works at several levels in the bureaucracy to ensure the funds put in by Congress ultimately get awarded to UT.

SMI has demonstrated experience in negotiating federal contracts and will be a reliable advocate to guide UT through the complicated process. Dennis Padilla, a senior advisor on our team, has over thirty years of experience in government contracting. He was the Director of Contracts and Grants for the Office of Naval Research, where his activities included a significant amount of negotiating with academia.

Cycle for Congressionally Directed Funding



FEDERAL MARKETING

Year-round federal marketing efforts coupled with actions to elevate UT's exposure will be based on SMI's strong relationships with federal programs, national labs and agencies; our strong relationship with Congress; and, our strong relationships with the industry and trade associations valuable to UT. These efforts will complement UT's Congressional appropriation projects.

Federal policy and marketing strategies for UT will include influencing policymakers through coalition building and management, legislative strategies and policy positioning and grassroots campaign building. SMI will further correct oversights and exclusions in legislation to favor UT, identify and develop new policy concepts to support UT's goals and

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developments, and lobby for policy changes that support UT's interests. Lastly, SMI will educate members of Congress and staff through purposeful, strategic message development and legislative advocacy and communications support.

SMI takes a proactive approach to identifying opportunities to expand and maximize exposure of clients and their specialties. SMI has coordinated multiple opportunities for clients to testify as expert witnesses on Capitol Hill, and can do the same for UT. Recently, SMI arranged a panel of experts, which included a SMI client, to testify on Marine and Hydrokinetic Technologies in front of the House Committee on Science and Technology Subcommittee on Energy and Environment. Further, SMI was on hand to help our client draft their testimony and coordinate its submission to the appropriate committee staff.

SMI also recently positioned a professor of Mechanical Engineering at the University of Massachusetts Lowell, to testify before the House Committee on Science and Technology to discuss the state of nanomanufacturing research and the National Nanotechnology Initiative's efforts in advancing the research and development power of the U.S. SMI's contacts are not limited to Congress, as we have also successfully coordinated speaking engagements for clients in front of agency and association panels that traverse a wide spectrum of subject matters.

Opportunities for elevating UT's reputation and exposure are limitless. In addition to the above examples, the descriptions of required services outlined in section 1.3 of the RFP are all consistent with SMI's standard operating procedures. SMI will coordinate briefings, meetings and conference calls with and for UT and will be committed to regular and extensive communications with UT. SMI personnel will be available for in-person meetings at the University, as well as meetings at the district and state offices of the Tennessee Congressional Delegation. Two (2) offices and a conference room will be made available to UT personnel at SMI's Washington, D.C. office on an as needed basis.

Program Development
8 Keys to Success

SMI proposes to use the following eight criteria to evaluate University of Tennessee federal initiatives and to guide program development efforts. In our experience, the better we are at satisfying these criteria for each project, the more likely we are to be successful in securing funding.

1. Clear link into university growth plans and/or research program strategy (e.g., university strategic plan)
2. Compelling case for economic development or community benefit in state or congressional district
3. Support from other organizations and/or businesses in state or nation (broad constituent interest)
4. Aggressive federal customer or champion
5. Achievable budget with clear objectives for the congressionally funded portion of the plan
6. Politically attractive (safety, security, cost-savings, jobs, etc)
7. Alignment with state delegation strengths (e.g., committee assignments, leadership positions, member interests)
8. Political support from additional states (when practical and desirable)

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FIRM QUALIFICATIONS

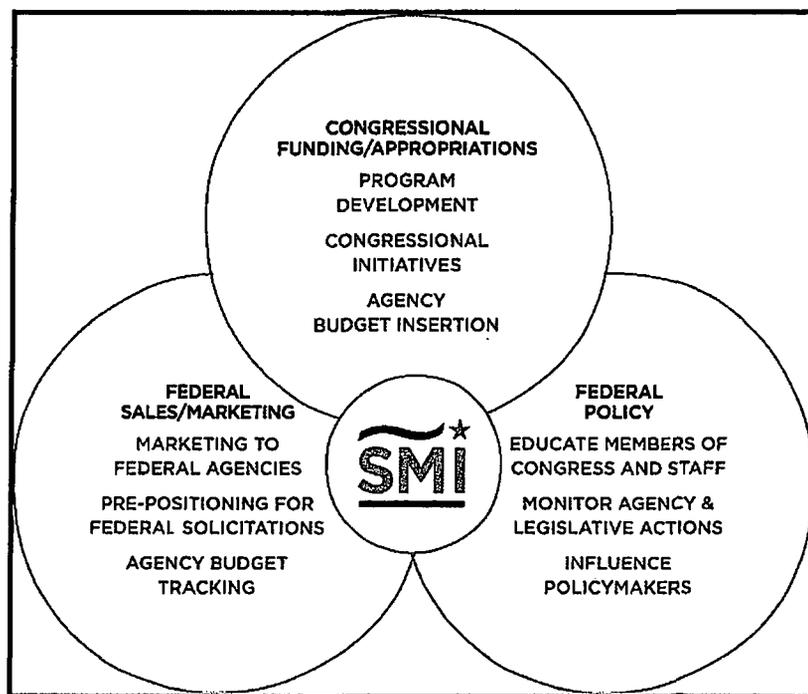
DESCRIPTION OF SMI

SMI, along with its energy consulting division, Helios Strategies, is a full-service government relations firm located in the nation's capital that provides clients with consulting services focused on both federal appropriations and marketing. We have been providing government relations services to universities, high technology companies, and other organizations since 1993.

SMI was founded by two engineers, Mr. Ted Lynch and Mr. Glen Mandigo, who maintain senior lobbyist roles at the firm. SMI employs a full-time staff of twenty-one, who include engineers, lobbyists, retired military officials, policy analysts and expert advisors. SMI's professionals have over seventy-five years combined experience working and marketing federal programs. SMI has access to senior officials and program managers across several federal departments and agencies. We work with our clients to open doors and gather information to help identify program opportunities, resolve issues, market new program concepts, and preposition clients for upcoming procurement opportunities.

We represent over 110 clients across 36 states and support a multitude of government relations strategies, each tailored to suit our clients' needs. Members of our team have hands-on, insiders' experience working with Members of Congress and staff and with federal agency officials. Our team combines experience from Capitol Hill, federal agencies (DOE, DOD, NASA, DOI, NSF and others), technology/renewable energy advocacy, and trade association management/leadership. It is this composition of talent that has allowed us to secure over \$1 billion in Congressionally-directed appropriations and contract activity for our clients over the past six years.

SMI is dedicated to client service. We go far beyond simply opening doors in Washington in support of client projects. Our services cover the full life cycle of a federal initiative, including program planning, technical marketing, lobbying and program implementation. Our personnel have technical, program, contracting and legislative experience, which enables us to fully understand and respond to the needs of our clients, federal program managers and the legislative staff who will make each program successful. SMI's areas of policy expertise run the gamut, and include a particularly successful track record of defense, energy and agricultural policy work. SMI also has excelled in coalition building and grassroots campaigns for program initiatives.



We are on Capitol Hill and at federal agencies meeting with officials and staff in the course of normal business. This regular interaction with Members and staff strengthens our understanding of the tenor and pulse of Capitol Hill and the Administration. We have strong, long-standing relationships with numerous Republican and Democratic legislators and with key Congressional committees and agencies.

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CURRENT CLIENTS

- Ablitech
- Advanced Cerametrics
- Advanced Composites Group
- Agile RF, Inc
- AGY Holdings
- Albany Engineered Composites, Inc.
- AlumiPlate, Inc
- Ameresco
- American Foundry Society
- Apex Wind Energy
- Applied Sciences
- Applied Thermal Sciences, Inc
- Aquamarine Power
- Arkansas Power Electronics International, Inc
- Arkema Policy
- Arkema R&D
- ArmorLine Corporation
- BBN Technologies
- BioSonics, Inc
- Blast Containment, Inc.
- C&C Technologies
- C&D Technologies, Inc.
- California State University Long Beach
- Calument Electronics Corporation
- Clarion Hospital, Inc
- Clarion Industries
- Cobham Composites
- Cobham Management Services
- Collins Engineers
- Columbia Group
- Columbia Power Technologies
- Composite Technology Development, Inc.
- Conductive Composites Company
- Cortland Cable
- Cytec Carbon Fiber
- Cytec Engineered Materials, Inc
- Dehlsen Associates
- Digibeam Corporation
- Dow Corning Corporation
- DRS Power & Control Technologies, Inc.
- DuPont Corporation
- East Carolina University
- Empirix, Inc
- Entegris, Inc
- Eureka! Ranch International
- Hexion
- HIICO Carbon Composites
- Hybrid Plastics
- I.D Systems, Inc
- Ideal Aerosmith
- Ingersoll Machine Tools Inc.
- Institute for Aging Research- Hebrew Senior Life
- ITECS Consulting, LLC
- KCF Technologies
- Kitco
- Kollmorgen
- kSaria Corporation
- LJC Consulting
- Magnesium Elektron North America
- Magnesium Elektron Powders
- MC-21, Inc.
- Microsemi Corporation
- MISA
- Morgan Technical Ceramics
- NanoBlox
- Nanocomp Technologies, Inc.
- Navmar
- Ocean Power Technologies
- O'Neill and Associates
- Pacific Scientific Energetic Materials Company
- Pedigree Technologies
- Physical Sciences Inc.
- Renegade Materials Corporation
- Romanyk Consulting
- Saint Gobain Ceramics
- SciGenesis
- Seacoast Science
- Silatronix
- Sirius Protection, LLC
- SMI Consulting
- Solvay Advanced Polymers, LLC
- Sound and Sea Technology
- South Carolina State Ports Authority
- Southern Research Institute
- Space Photonics
- Specialty Materials
- Sunstream Boat Lifts
- TEAM, Inc.
- Technology Systems Inc.
- Teledyne Controls
- Third Wave Systems
- TIAX LLC
- Touchstone Research Laboratory, Ltd.
- Triton Systems, Inc
- ITi Technologies, Inc.
- Two Seven Ventures
- University of Arkansas at Little Rock
- University of Dayton Research Institute
- University of Maine
- University of Massachusetts Lowell
- University of Montana
- USACA
- Velico Medical
- Verco Materials, LLC
- Verdant Power
- Wavebob
- Webcore Technologies
- Williams Pyro

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EXPERIENCE WORKING WITH COLLEGES AND UNIVERSITIES

SMI currently represents seven universities:

1. California State University Long Beach
2. East Carolina University
3. University of Arkansas Little Rock
4. University of Dayton Research Institute
5. University of Maine
6. University of Massachusetts - Lowell
7. University of Montana

SMI works with the above institutions of higher education, as it would with UT, to add value to the universities by:

- Identifying in conjunction with the university specific policy and marketing goals to assist SMI's efforts to successfully advocate and conduct marketing outreach;
- Providing intelligence and information on federal budgets and agency interests to assist the universities' strategic program planning;
- Expanding the universities' network of partner companies and organizations to jointly secure funding for federal program opportunities;
- Providing dedicated, efficient and effective government relations support to secure funds for university program objectives through congressional budget initiatives; and,
- Raising the universities' profile with key decision makers in Congress and the Departments of Defense, the Department of Energy and other select agencies chosen by the university to market its services.

A specific experience of SMI working with the one of the above universities that may be of value to UT is SMI's role in supporting the Wood Utilization Research (WUR) program at the University of Maine. SMI has taken note of the fact that UT is part of the WUR program, one of the longest running Agricultural earmarks. The University of Maine has been the lead for the WUR program over the last few years, and as such, SMI has played an active role in working with the thirteen participating universities and Congress. We have pursued federal action to help achieve the program goal to "stimulate innovation and the generation of new knowledge and technologies that are necessary to balance the sustainable use of U.S. forest resources with the need to maintain a vigorous, globally competitive domestic forest products industry."

In this capacity, SMI continues to work to have WUR included in the USDA base budget. To date, SMI has coordinated meetings at the Office of Management and Budget, drafted and submitted delegation letters to the Secretary of Agriculture, drafted farm bill language, and provided general counsel on the issue of equitable distribution funds. SMI's efforts have been well received, and we look forward to the possibility of representing UT in these pursuits as well.

SMI has also worked with university clients to expand outreach efforts through association membership. For example, SMI was instrumental in Oregon State University (OSU) joining the Ocean Renewable Energy Coalition, and has leveraged that membership to position OSU as a leading academic institution in the research and application of ocean energy. Through our client, Columbia Power Technologies, who is partnered with OSU, SMI has helped secure over \$2 million in competitive funding from the DOE Water Power R&D program to establish the Northwest National Marine Renewable Energy Center (NNMREC) located on the OSU campus. This ongoing initiative, which is seeking additional Congressionally directed funding, will allow DOE and industry to test and eventually deploy wave energy devices in Oregon, creating jobs and long-term research opportunities. Funding for this program is not only supporting breakthrough research, but also supplying technology and equipment for the NNMREC at OSU.

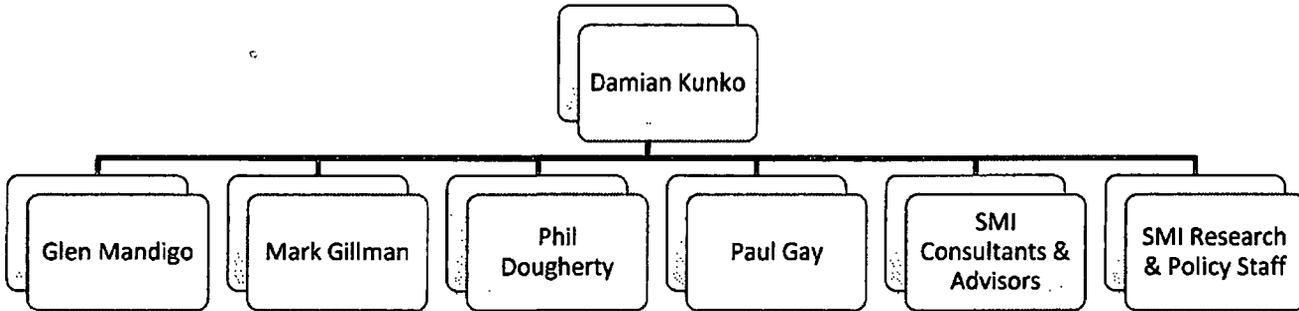
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UT'S SMI TEAM

SMI provides its university clients with a team of professionals, drawing on diverse experience and expertise. Damian Kunko will serve as the Team Leader for UT, but will utilize a number of other professionals on an ongoing basis to assist in representing UT.



Damian Kunko, Vice President, SMI – Damian Kunko has been working in government relations for over thirteen years, primarily in the fields of technology, renewable energy, telecommunications, and healthcare. He has extensive experience in working with companies seeking Federal funding for R&D and with organizations seeking to achieve their Federal marketing goals. Additionally, he helped co-found the Ocean Renewable Energy Coalition and leads SMI's business development efforts.

Prior to joining SMI, Mr. Kunko served as the co-founder and CEO of the Rural Broadband Coalition (RBC), a national advocacy organization that lobbied for federal policies and funding for expanded broadband Internet access in rural communities. Mr. Kunko formed RBC after serving as Director of Consulting Services for a healthcare and technology government relations firm. In this position he was primarily responsible for the oversight and development of client activities related to federal marketing and lobbying. Previously, he had served on the staff of a Member of Congress from Washington State.

Mr. Kunko holds a Bachelor of Arts in Political Science from Washington State University.

Mr. Kunko will be the program manager for this effort.

Glen T. Mandigo, Executive Vice President, SMI – Mr. Mandigo combines over fifteen years of lobbying and federal marketing experience with a background in advanced materials development and aerospace engineering. His resume includes private sector advanced materials development for Lockheed, staff assistant to the House Committee on Science, Space and Technology, and Manager, Technology Policy and Planning for a Washington beltway engineering and management consulting firm supporting NASA.

Mr. Mandigo is a senior SMI lobbyist, successfully creating federal program opportunities for clients since 1995 resulting in over \$300 million in federal funding for high technology programs. His unique "blended" engineering and Washington political experience has enabled Mr. Mandigo to better navigate the path between a client's promising technology and marketable federal applications. He has built relationships in the leading federal agencies engaged in science and technology, and he has experience working congressional initiatives across all the federal appropriations bills associated with science and technology and economic development.

Mr. Mandigo has earned a Bachelor's degree in Aerospace Engineering from the University of Arizona.

Mr. Mandigo will support UT's efforts involving the Department of Agriculture, Department of Defense and NASA.



Mark Gillman, Vice President, SMI – Mr Gillman worked on Capitol Hill for nearly twelve years, including six years managing national security issues. Prior to joining SMI, he held the position of Legislative Director and Military Legislative Assistant for two Members of Congress who served on the House Armed Services Committee.

Mr. Gillman's issue areas of expertise include defense research and development, education policy and funding, health care research, government infrastructure policy, and manufacturing and defense industrial base issues. He managed SMI's Coalition for Defense Manufacturing Technologies, a broad-based group of manufacturing firms concerned with the health of the U.S. defense industrial base. Mr. Gillman also represents the Military Impacted Schools Association and has secured over \$300 million in congressionally directed funding for programs that deal with military family transitions.

Mr. Gillman holds a Bachelor's degree in Economics from Southern Methodist University.

Mr. Gillman will support UT's efforts involving the Department of Defense with a focus on Manufacturing Technology

Phil Dougherty, Vice President, SMI – Mr. Dougherty brings more than 15 years of federal service at the U.S. Department of Energy to SMI. Having previously served in positions at the Energy Department, including Deputy Chief of Staff, Office of Energy Efficiency and Renewable Energy, acting Director of the Wind and Hydropower Division, and senior advisor in the Office of Policy and International Affairs, he brings experience in a wide range of advanced energy generation technologies, including wind, hydro, geothermal, and solar, as well as the new water power R&D program established in 2007.

Mr. Dougherty most recently served as the national director of Wind Powering America, a U.S. Department of Energy program to accelerate the market penetration of wind technology. In this role, he led a nationwide team that worked with national, state and local stakeholders across the energy, agricultural and environmental sectors in 34 states. He also led an inter-agency task force to address wind-siting issues potentially affecting critical federal mission areas, including Department of Defense operations and military readiness. In 2004, he served in Baghdad as a volunteer with Operation Iraqi Freedom.

He holds a Bachelor of Arts degree from the State University of New York, and a Master's Degree from the George Washington University in Washington, D.C.

Mr. Dougherty will support UT's efforts involving the Department of Energy

Paul Gay, Associate, SMI – Paul Gay has fourteen years of experience as a senior policy and political adviser on Capitol Hill. Mr. Gay most recently served as Deputy Legislative Director for Senator Robert C. Byrd of West Virginia, former President Pro Tempore and Chairman of the Senate Appropriations Committee. In that position, Mr. Gay was one of the Senator's floor staff and gained extensive experience in securing funding for congressionally directed projects. He also worked on education issues, in addition to energy matters and climate change legislation, and agriculture, space, telecommunications, and transportation policy.

Mr. Gay oversaw all of Senator Byrd's funding efforts with regard to the major universities in West Virginia including West Virginia University, Marshall University and West Virginia State University, the historically black university in West Virginia. In addition, Mr. Gay worked extensively on the Teaching American History program throughout his tenure in Senator Byrd's office. The grant program, sponsored by the Senator, was targeted to be cut from the Department of Education's budget and Mr. Gay worked with the Administration, Department of Education officials and various Members of Congress to ensure that the program remained intact. The Teaching America History Grants Program is now in its tenth year, utilized by over 30 states and is funded at over \$100 million.

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Previously, Mr. Gay was Deputy Chief of Staff for Rep. Brian Baird from Washington State. Mr. Gay specialized in energy issues during the West Coast power crisis of 2000-2001. He also oversaw all appropriations matters and handled the Congressman's duties with regard to the Transportation and Infrastructure Committee.

Mr. Gay also served as Legislative Director for Rep. Rick Boucher of Virginia, a senior member of the Energy and Commerce and Judiciary Committees. He was responsible for all of Rep. Boucher's appropriations requests, as well as work on education, defense, agriculture, and transportation issues. Mr. Gay was also responsible for Rep. Boucher's efforts to secure federal funding for various research programs at Virginia Tech, including the "Smart Road," and clean coal technology development.

Mr. Gay received a Bachelor's degree in History and Political Science from Radford University and a Masters degree in foreign affairs from the University of Virginia.

Mr. Gay will support UT's efforts involving the Department of Education.

Dennis Padilla, Senior Advisor, SMI – Dennis Padilla brings more than 30 years of experience in government contracting to the SMI team. He recently retired from the Navy where he served as the Director of Contracts and Grants for the Office of Naval Research (ONR) in Arlington, Virginia. In this capacity, he managed the business processes for Navy and Marine Corps science and technology programs in such areas as basic research, manufacturing technology, weapon systems prototypes, and commercial-military dual-use applications. His contracting activities centered on the challenges of transitioning new technologies from industry, academia and government into fielded fleet-ready systems.

Prior to his work with ONR he served as the Deputy Director of Contracts for the Navy's Strategic Systems Programs Office and as Chair of the Defense Acquisition R&D Committee. His other assignments within the Navy have included work as a procurement analyst with the Assistant Secretary of the Navy (Acquisition) and as ONR's regional coordinator for contract and grant administration at the Naval Postgraduate School-Monterey. Mr. Padilla has also served as a contracts negotiator to NASA's Ames Research Center and the Navy's Fleet Ballistic Missile Program.

Mr. Padilla has a B.S. degree in Business Administration from San Jose State University and an M.S. degree in National Resource Strategy from the Industrial College of the Armed Forces.

Mr. Padilla will support all UT efforts involving federal contracting.

Aura Dunn, Consultant, SMI – Aura Dunn has sixteen years experience in the government relations field, one-third of it spent on Capitol Hill. As a former Professional Staff Member of the U.S. Senate Appropriations Subcommittee on Labor, Health and Human Services, and Education under Chairman Arlen Specter, Dunn met with hundreds of organizations and citizens from across the country to pursue their cause and stake a claim in the federal domestic budget.

Dunn's personal life extends her devotion to improving social well-being as she has served on the Board of Directors for the Alternative House for Abused and Homeless Children and Teenage Mothers, the United States Library of Congress' Child Care Association, and as a Delegate of the Arlington County Council of PTAs.

Dunn graduated with honors and holds a Master of Public Administration from the George Washington University and a B.A. in Sociology from the State University of New York at Buffalo. She was awarded the prestigious Congressional Fellowship from Ford Motor Company, which launched her career in government relations.

Ms. Dunn will support UT's efforts relating to the Department of Education.

Kate Eltzroth, Senior Advisor, SMI – Ms. Eltzroth brings over 15 years of experience in the Department of Defense Army Medical Research, Development, Test, and Evaluation and the Defense Health Program. During her tenure within the DOD she gained an explicit understanding of the Health Care Delivery System, Budget, and Research, Development, Test, and Evaluation Communities. Her passion is to facilitate the establishment of Government,

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Academic, and Civilian partners to deliver consumer-centric and information rich healthcare that support both the Government and Civilian sectors.

Ms Eltzroth served as the Command's institutional knowledge for Congressional Special Interest Programs. During her tenure with US Army Medical Research and Material Command, she actively monitored the legislative process and provided consultation to the Research Area Directors on all matters that may have Congressional impact. Working within the framework and limited budget sources, she created a framework to facilitate the establishment of medical research partnerships to leverage Congressional funding to benefit both the DOD and Constituent.

Ms Eltzroth will support UT's efforts relating to the medical school.

Kristin Bennett, Senior Advisor, SMI – Dr. Bennett has over 20 years of technical and management experience at the Department of Energy and has specialized in creating innovative University – Industry – National Laboratory partnerships in areas of nanotechnology, advanced materials and instrumentation to accelerate basic and applied research for energy security. As a consultant, Dr. Bennett has served as an advisor on topics across the energy sector; advanced materials for photovoltaics, vehicles systems, hydrogen generation, smart grids, wind and building technologies, superconductors, and international science research parks, science education and federal-state partnerships.

Ms. Bennett will support UT's efforts relating to NSF.

Art Bruckheim, Consultant, SMI – Dr Bruckheim has over 30 years of technical and management experience in the areas of Defense Research and Law Enforcement Technologies. For the last eight years, Dr Bruckheim has served as a Special Advisor to the Director, Defense Advanced Research Projects Agency (DARPA) where he led studies in Urban Warfare, Manufacturing Technology for Military Applications and Airport Security as well as helping to organize the three DARPA Grand Challenges for Autonomous Land Vehicles.

Vinny Schaper, Senior Advisor, SMI – Mr Schaper has gained notable experience through his 24 year career with the Navy, which include Deputy Program Manager for the Navy's IR&D Program; Technology Transfer Manager for Naval Air Systems Command; Small Business Advocate for the Office of Naval Research; and, Navy Small Business Innovation Research Program Manager. In this capacity, he transformed the Navy SBIR program from the laboratory centric program to one that addresses the needs and requirements of the Navy. Mr. Schaper most recently served as the director of Small Business Innovation Research at the Department of Homeland Security for two years.

Jennifer Sollars, Senior Advisor, SMI – Ms. Sollars has nearly a decade of experience in state and federal policy making with extensive experience at the U.S. Department of Energy. Ms Sollars spent four years at the U.S. Department of Energy in the office of Energy Efficiency and Renewable Energy. During her tenure she advised two Assistant Secretaries on all matters before Congress relating to alternative energy and energy efficiency including: creation of a Federal Renewable Energy Standard, development of alternative energy tax incentives, and passage and implementation of the Energy Policy Act of 2005 including the existing federal loan guarantee program. In addition, she worked with appropriators and staff through four appropriations cycles regarding the office's \$1.2 billion annual appropriation. Before joining DOE, she worked for the U.S. Senate Committee on Environment and Public Works, handling transportation and water issues.

Anthony Tether, Senior Advisor, SMI – Dr. Tether previously served as Director of the Defense Advanced Research Projects Agency (DARPA) from 2001 to his retirement in 2009. Dr. Tether was responsible for management of the Agency's projects for high-payoff, innovative research and development. Dr. Tether has also served on Army, Navy and Defense Science Boards, and on the Office of National Drug Control Policy Research and Development Committee.

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CLIENT SUCCESS CASE STUDIES

I. Columbia Power Technologies (CPT) and Oregon State University (OSU) Wave Energy Generation System

For the past five years SMI has worked with CPT, OSU, the U.S. Department of Defense (DOD), the U.S. Department of Energy (DOE), the state of Oregon and the marine and hydrokinetic (MHK) energy industry to secure funds for the research and development (R&D) of direct drive mechanisms for wave energy generating buoys.

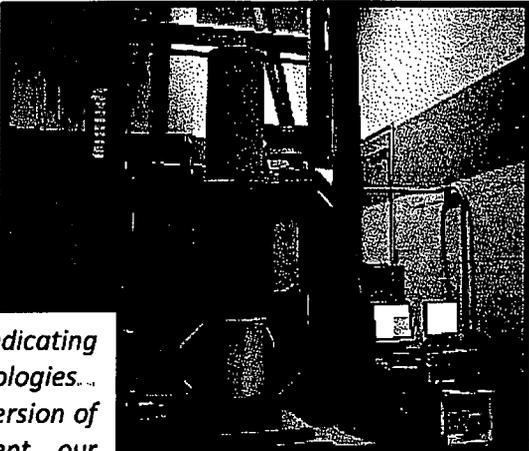
CPT, based in Charlottesville, Virginia, developed its core technology at OSU, the country's leading ocean energy research center. This public-private partnership, facilitated by SMI, has cemented OSU's position as the United States' leading wave and tidal research, development and testing center, and has bolstered CPT's mission to commercialize its wave energy conversion technology

Since 2005, SMI has worked with CPT and OSU to win multiple R&D grants to leverage private investment, which is also supplemented by \$4.9 million in congressionally directed funding in Defense Appropriation bills since FY '06. Additionally, SMI has identified and worked with CPT and OSU to submit winning responses to DOE Funding Opportunity Announcements, DOE STTR grant funds, DOE SBIR grant funds, and funding from the National Science Foundation, National Oceanic and Atmospheric Administration and an Oregon Sea Grant.

SMI has been instrumental in shaping federal policy to benefit the MHK industry to the advantage of R&D universities, like OSU, and leading technology developers, like CPT. SMI lobbied EPACT 2005 to officially recognize ocean energy as a qualified renewable source, eligible for renewable energy tax provisions. SMI also drafted EISA 2007 language to reestablish DOE Water Power programmatic funding beginning in FY '08. Between FY '08 and FY '10, SMI worked with Congressional Appropriations Committees to authorize and secure \$100 million for the program. SMI continues to lobby for increased programmatic funding, and renewable energy tax credits for MHK that are on par with other renewable energy technologies. DOE's Water Power Program is now in the President's annual budget and is self-sustaining. In addition, SMI worked with Congressional staff to draft the laws that require DOD to secure 25% renewable energy by 2025, which helps encourage further development of the MHK industry.

SMI's role in bringing together these institutions has led to the funding of 24 student terms at OSU to further research and develop CPT's technology. An additional two dozen, high-quality, living wage jobs have been created, and once the OSU/CPT wave energy system reaches commercial production, it is estimated that a minimum of several hundred additional manufacturing jobs will be created.

Damian Kunko is the lead on this initiative for CPT/OSU.



OSU Wave Energy Linear Test Bed

"I would like to thank you and Columbia Power Technologies for dedicating significant time and resources on ocean renewable energy technologies... Through Columbia Power Technologies continual support and the conversion of the current Option Agreement into an Exclusive License Agreement, our relationship will continue to grow stronger and the speed to a commercial product will increase dramatically... We look forward to being part of the future of energy and appreciate your relationship with Oregon State University."

-Brian Wall, Assistant Director, Office of Technology Transfer at OSU to Columbia Power Technologies (March, 2006)

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II. National Coldwater Marine Aquaculture Research Center Federal Facility for University of Maine

SMI worked with the University of Maine, the U.S. Department of Agriculture, the state of Maine and the marine aquaculture industry to secure funds to establish the National Coldwater Marine Aquaculture Research Center in Franklin and Orono, Maine. The initiative includes construction of a USDA research facility on coastal land developed by the University, construction of a university field research facility and an aquaculture business incubator and associated technology park adjacent to the USDA facility, and the construction of a new secure biological lab facility on the main campus for aquatic disease research.

SMI worked with the Maine congressional delegation and appropriations committee leadership to secure \$18 million for phases one and two of the initiative. The aquaculture business incubator opened in 2006 and is creating jobs and supporting the regional aquaculture industry in partnership with the federal USDA research facility, which opened in 2007. Funding for the Phase III bio lab is in progress with \$2.5 million appropriated and an additional \$15 million pending in the FY '11 Agriculture appropriations bill. In anticipation of the new bio lab, we are also working to secure program funding from NOAA and USDA for research work on vaccines to prevent aquatic animal diseases.

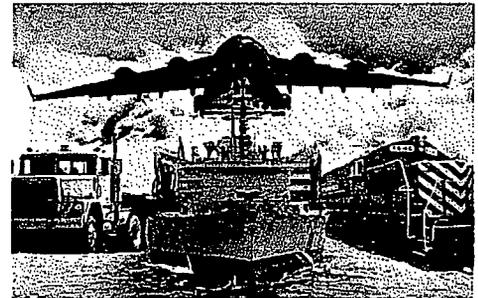
SMI manages the appropriations aspects of the program, including coordinating an ad hoc coalition of industry supporters for the Center. We also worked with the USDA to insert legislative provisions in FY '05 that were necessary for the project to move forward. We expect Phase III to be completed by FY '12 or FY '13.

Glen Mandigo is the lead on this initiative for the University of Maine.

III. Strategic Mobility 21 for California State University Long Beach (CSULB)

The military's Joint Forces Command had two critical requirements for logistics: change the way the military deploys and sustains operations abroad and ensuring a pipeline of skilled personnel to work in the supply/distribution functions. To address the military's need, SMI worked with California State University Long Beach, a national leader in logistics R&D and logistics workforce development, to develop and implement a Congressionally funded effort (Strategic Mobility 21) which provides the DOD with:

- Dual Use (military and commercial) transportation and logistics services to reduce operating costs and regional traffic congestion, energy consumption, air quality impacts;
- Modeling, simulation and analyses (on-line analytical processing) to optimize goods movement; and
- Joint Logistics education, training and knowledge management repository of reusable data and information.



SMI's efforts resulted in CSULB receiving nearly \$10 million over three years for logistics R&D.

As a result of the success of the Congressional funded program, the DOD Joint Forces Command has included funding in its FY 2011 budget to continue the Strategic Mobility 21 project and the U.S. Navy will be sponsoring Strategic Mobility 21 as a potential Joint Concept Technology Demonstration in FY 2012.

The University spun-off the logistics technology to a small company, which is under contract with Dole Foods to validate new industry requirements for container tracking and tracing, marine terminal scheduling and appointment system, and off dock container interchange and service oriented architecture for service delivery. Also, Strategic Mobility 21 is working with the San Bernardino County (California) Community College System to offer logistics associates degrees.

Mark Gillman is the lead on this initiative for California State University Long Beach.

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CASE STUDY REFERENCES

I. Columbia Power Technologies Wave Energy System Reference:
Brad Lamb
President, CPT
434-817-8799 phone
blamb@columbiapwr.com

II. University of Maine Aquaculture Facility Reference:
Robert Kennedy
President, The University of Maine
207-581-1512 phone
207-581-1633 fax
Robert.kennedy@umit.maine.edu

Oregon State University Wave Energy System Reference:
Kate Sinner
Director of Federal Relations, OSU
202-434-8037 phone
503-891-3332
Kate.Sinner@oregonstate.edu

III. California State University Long Beach Strategic Mobility 21 Reference:
Dr. Lawrence G. Mallon
Strategic Mobility 21
California State University Long Beach
(760) 751-9923 phone
(760) 443-8203 mobile
lmallon@csulb.edu

ADDITIONAL REFERENCES

Dr. Deirdre Magean Vice Chancellor - Research & Graduate Studies East Carolina University 2200 S Charles Blvd, Suite 1500 Greenville, NC 27858-4353 (252) 328-9471 maggeand@ecu.edu	Dr. Elena Macias California State University Long Beach Special Assistant to the President Government, Legislative, Community Relations 1250 Bellflower Boulevard Long Beach, California 90840 (562) 985-8816 emacias@csulb.edu
Marty Meehan Chancellor University of Massachusetts - Lowell Allen House, UML South, Two Solomont Way, Lowell, MA 01854 Phone: 978-934-2201 Marty.Meehan@uml.edu	Ted Bucaro Government and Regional Relations Director University of Dayton 300 College Park Dayton, OH 45469-1624 (937) 229-4158 Ted.Bucaro@notes.udayton.edu

ETHICS AND CONFLICT RESOLUTION

At SMI, our commitment to responsible business practices is founded in our core values and in our daily work. We understand that the manner in which we conduct business is just as important as the services we deliver. We continuously take practical steps to meet or exceed all of our legal obligations with the federal government. SMI complies with the provisions of the Procurement Integrity Act, The Lobby Disclosure Act of 1995, The Honest Leadership and Open Government Act of 2007 and all other applicable laws and regulations governing contacts with the United States Congress and covered Executive Branch Officials. Furthermore, we hold the beliefs and good business practices of our clients in the highest regard and have an outstanding reputation in Washington as a principled government relations team. Our values and strong work ethic have cemented our relationships with congressional staff, agency personnel and clients.

SMI currently represents DuPont Corporation with offices in Tennessee. SMI provides federal marketing support for DuPont related to Biomass R&D efforts. SMI does not foresee any conflicts with DuPont or with any other client should we become UT's government relations representative in Washington, DC. If conflicts arise, SMI will take the appropriate steps to ensure that they are resolved in a proactive manner through consultation with UT.

REQUEST FOR QUOTATION
THIS IS NOT AN ORDER

Return Quotes To:

The University of Tennessee
Purchasing Department
5723 Middlebrook Pike
Knoxville TN 37921

Information
Date: 10/15/2010
RFQ No: 6000039072
Collective No: 10036352
Return Quote By: 11/11/2010 2:00 PM ET
Promised Ship Date: (Furnish)
Payment Terms: (Furnish)
FOB UT Dest Unless Otherwise Specified Below
Buyer: Sharon Mount
Phone: 865-974-3105
Fax: 865-974-2973

Vendor Address
Bidder # D99999
University of T
PARENT RFQ
UT TN

Table with columns: Item, Quantity, UM, Material/Description, Price/Per Unit, Net Amount

***** REQUEST FOR PROPOSAL *****

NOTE: Any potential bidder not otherwise notified by the University for this requirement must register at:
http://purchasing.tennessee.edu Scroll to "Bid & Proposal Advertisements" under Quick Links, and follow
the instructions. Failure to do so will result in rejection of your bid

The University of Tennessee will receive proposals at the time stated above, and will open them before
directly interested parties in the Purchasing Department, The University of Tennessee, 5723 Middlebrook
Pike, Knoxville, Tennessee

00001 12 MO Federal Relations RFP as indicated in

the proposal documents attached.

This Request for Proposal (RFP) provides proposers with a formal and
unrestrictive opportunity for their services to be considered This process should
not be confused with the process of competitive sealed bidding The latter
process is usually used where the goods and services being procured can be
precisely described and price is generally the predominant factor. With an RFP,
however, price is not required to be the determinative factor, although it may be,
and the University has the flexibility to negotiate with the apparent successful
proposer to arrive at an award. Any questions about this process or the
requirements must be in writing and forwarded to Sharon Mount via fax at (865)
974-2973 or E-Mail smount@tennessee.edu.

Proposers will not supply price or cost information in the (unit price) or
(amount) columns of this page. A separate cost proposal will be submitted
according to the instructions of the RFP document.

When reviewing the RFP Document and General Bid Conditions, all references to
Request for Quotation and Bidders are deleted and should read Request for
Proposal and Proposer(s) respectively.

PROPOSAL SUBMISSION:

A. Proposals shall be submitted (one original and (4) copies) by Thursday,
November 11, 2010, 2:00 P.M. Eastern Time to:

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Payment Terms: (Furnish)	_____
FOB UT Dest Unless Otherwise Specified Below	
Buyer:	Sharon Mount
Phone:	865-974-3105
Fax:	865-974-2973

Vendor Address
Bidder # D99999
University of T
PARENT RFQ
UT TN

Item	Quantity	UOM	Material/Description	Price Per Unit	Net Amount
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Sharon Mount
 Purchasing Dept
 5723 Middlebrook Pike
 Knoxville, TN 37921
 Ph: 865-974-3105
 Fax: 865-974-2973
 E-Mail: smount@tennessee.edu

The original proposal must be signed and dated by an individual authorized to enter into a binding agreement in the name of the contractor.

The proposal should be presented in a format that can easily be incorporated into a contract between the Proposer and the University of Tennessee encompassing the guidelines detailed in the RFP and required by the University.

The University reserves the right to reject any and all proposals, waive any informalities in the proposals received, and accept any proposal that, in its opinion, may be in the best interest of the University. The University does not obligate itself to accept the lowest or any other proposal.

As part of the evaluation process, your firm may be requested to present their proposal before the University's selection committee. Any information gained during the presentation may be used in the evaluation of your proposal. Failure to honor this request may be grounds for rejection of your proposal, with no further consideration given to your proposal. The University is under no obligation or requirement to request proposer presentations.

Manufacturer _____ # _____

Warranty _____

GENERAL PROPOSAL CONDITIONS: All University of Tennessee general proposal conditions apply to this proposal. To view these conditions visit website <http://purchasing.tennessee.edu/>. If for some reason you are unable to access this website you may telephone (865) 974-3311 for a hard copy of these conditions.

SBC 1 - SEALED PROPOSAL

The envelope in which quotations will be submitted should be identified by placing the enclosed special

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Knoxville, TN 37921

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Vendor Address
Bidder # D99999
University of T
PARENT RFQ
UT TN

Item	Quantity	U/M	Material/Description	Price Per Unit	Net Amount
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sealed proposal label on the outside of the envelope in the lower corner. Fill in the bottom portion of the label. It is imperative that your name and address appear in the left corner of the envelope. Proposal openings shall be public, on the date and at the time specified on the proposal form. It is the proposers' responsibility to assure that the written proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered, will be returned unopened.

SBC 2 - BID IN ACCORDANCE WITH SPECIFICATIONS

Proposers are cautioned that unless otherwise stipulated in their proposals, it will be assumed that their proposal is in strict accordance with the specifications and will be required to strictly comply therewith. Any deviations whatsoever from the specifications must be fully set forth and itemized in detail in a letter accompanying the proposal. Generalized statements submitted with your proposal in order to avoid complying with this requirement in full detail will not be accepted.

SBC 3 - ACKNOWLEDGE OF ADDENDA

In the event that any addenda, bulletins and/or supplemental drawings are issued, the proposer must acknowledge receipt of same in his proposer

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Fax:	865-974-2973

Vendor Address
Bidder # D99999
University of T
PARENT RFQ
UT TN

Item	Quantity	UM	Material/Description	Price Per Unit	Net Amount
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IF THE BIDDER TAKES EXCEPTION TO ANYTHING IN THE SPECIFICATIONS OR TERMS AND CONDITIONS, THE EXCEPTION MUST BE LISTED BELOW. IF NECESSARY YOU MAY SUPPLEMENT YOUR COMMENTS WITH AN ATTACHEMENT LISTING YOUR EXCEPTIONS. IF NO EXCEPTIONS ARE TAKEN WRITE 'NONE' IN THE AREA FURNISHED BELOW. IF NO COMMENTS ARE FURNISHED IT WILL BE ASSUMED THAT NO EXCEPTIONS ARE BEING TAKEN.

CERTIFICATION: MY COMPANY IS CLASSIFIED AS A:

NOTE: It will be assumed that business category is large if no response is furnished

LARGE BUSINESS _____ SMALL BUSINESS WOMAN OWNED _____

PLEASE INDICATE BELOW ONLY IF YOUR FIRM IS AT LEAST 51 PERCENT OWNED BY A MEMBER(S) OF THE FOLLOWING GROUPS

BLACK AMERICAN _____ HISPANIC AMERICAN _____ ASIAN PACIFIC AMERICAN _____ NATIVE AMERICAN _____ ASIAN INDIAN AMERICAN _____

IT IS UNDERSTOOD AND AGREED THAT THIS BID, WHEN CERTIFIED BY AN AUTHORIZED SIGNATURE, SHALL CONSTITUTE AN OFFER WHICH WHEN ACCEPTED IN WRITING BY THE UNIVERSITY'S PURCHASING DEPARTMENT AND SUBJECT TO THE TERMS AND CONDITIONS OF SUCH ACCEPTANCE WILL CONSTITUTE A VALID AND BINDING CONTRACT BETWEEN THE UNIVERSITY OF TENNESSEE AND THE BIDDER/CONTRACTOR SUBMITTING SUCH OFFERING.

WE OFFER TO SELL TO YOU THE ABOVE MATERIAL(S) OR SERVICES AT THE PRICE AND TERMS SPECIFIED HEREON AND IN ACCORDANCE WITH THE UNIVERSITY'S GENERAL AND ANY SPECIAL BID CONDITIONS FURNISHED AND INCORPORATED INTO THIS DOCUMENT. ALL EXCEPTIONS, ALTERNATIVE MATERIALS OR SPECIFICATIONS IF ANY HAVE BEEN CLEARLY INDICATED. IF YOU HAVE ANY QUESTIONS ABOUT THIS REQUEST FOR QUOTATION, CONTACT THE BUYER AT THE ADDRESS OR TELEPHONE NUMBER SHOWN ABOVE.

WHEN OFFERING A 'NO BID', PLEASE INDICATE YOUR REASON(S) BELOW AND RETURN THIS INFORMATION WITH YOUR RESPONSE.

- DO NOT HANDLE THIS TYPE EQUIPMENT CANNOT MEET SPECIFICATIONS
 CANNOT MEET REQUIRED DELIVERY MATERIALS NOT AVAILABLE
 OTHER (SPECIFY) _____

IN COMPLIANCE WITH THE REQUIREMENTS OF CHAPTER 878, PUBLIC ACTS OF 2008, THE CONTRACTOR HEREBY ATTESTS THAT THE CONTRACTOR SHALL NOT KNOWINGLY UTILIZE THE SERVICES OF AN ILLEGAL IMMIGRANT IN THE PERFORMANCE OF THIS CONTRACT AND SHALL NOT KNOWINGLY UTILIZE THE SERVICES OF ANY SUBCONTRACTOR WHO WILL UTILIZE THE SERVICES OF AN ILLEGAL IMMIGRANT IN THE PERFORMANCE OF THIS CONTRACT.

ALL FIRMS WISHING TO DO BUSINESS WITH THE UNIVERSITY MUST LIST THEIR FEDERAL TAX ID NO. OR SOCIAL SECURITY NO. (IF INDIVIDUAL) IN THE SPACE PROVIDED:

TAX ID OR SSN: 52-2261338

 (Signature) Theodore Lynch, Sr
 (Printed Name and Company Name) 202.467.5459
 (Telephone # Toll free if available) Shelley@Strategicmi.com
 (E-Mail Address)

 (Date) 1-11-2011
 (Title) President

 (FAX #) 202.467.5469
 (WEB Site Address) www.Strategicmi.com

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STATEMENT OF INTENT

The University of Tennessee (hereinafter University) intends to enter into a contract to provide the University with representation before the Government of the United States, including Congress and Federal Agencies, as specified in the following Request for Proposals (RFP). The purpose of this RFP is to define the University's requirements, solicit proposals and gain adequate information from which it may evaluate the services each Proposer offers.

1. RFP SCOPE OF WORK AND OBJECTIVES

- 1.1 Profile of the University of Tennessee System.** The University of Tennessee System offers undergraduate, graduate, and professional education programs, research, and public service throughout the state. The University serves as the state's designated Land Grant University. The system-wide annual budget exceeds \$1.4 billion. The University is headquartered at its flagship campus located in Knoxville, TN with enrollment approximately 47,000. The University has a presence in every Tennessee County, including the University of Tennessee at Chattanooga, University of Tennessee at Martin, University of Tennessee Space Institute at Tullahoma, University of Tennessee Health Science Center in Memphis, Institute of Agriculture and Institute for Public Service. The UT-Battelle partnership manages Oak Ridge National Laboratory (ORNL) for the U.S. Department of Energy, giving the university a prestigious affiliation with one of the nation's premier research facilities
- 1.2 Objectives.** The University of Tennessee is seeking government affairs representation in Washington, DC to support its current federal advocacy, primarily with those federal agencies that provide or have the potential of providing significant funding for the University's diverse programs in research, teaching, and public service. The University desires assistance that will strengthen efforts to secure funding from federal agencies. The University requires a firm with strong history and success in aggressively marketing its clients to the federal agencies. The University specifically seeks opportunities to successfully identify, develop, and promote federal initiatives in energy R&D and defense. Importantly, the University seeks a firm with demonstrated success in and a history of working with medical schools and their unique needs and requirements. The chief federal priorities of the University leadership include increasing research opportunities for each campus focusing on their individual campus strengths, economic development benefiting the state, including but not limited to defense, energy, law enforcement training, and health related research funding. Knowledge and understanding of the distinctive relationship of the University of Tennessee and the Oak Ridge National Laboratory, their goals and missions and desire to capitalize on this relationship with federal funding is important.

1.3. **Contractual Requirements.** The following requirements are to be used as a general guide. They are not intended to be a complete list of all work necessary to complete any project(s).

- 1.3.1. Communicate the University's position on regulatory and legislative matters of interest, including:
 - 1.3.1.1. Assist the Director of Federal Relations with the development, presentation, and promotion of federal priorities, initiatives and other proposals.
 - ~~1.3.1.2. Initiate and market the University of Tennessee to federal agencies.~~
 - 1.3.1.3. Demonstrate a direct capacity in negotiating federal contracts.
 - 1.3.1.4. Direct contact with Administration staff.
 - 1.3.1.5. Direct contact with Authorization and Appropriations professional staff.
 - 1.3.1.6. Direct communication with Members of Congress and staff
 - 1.3.1.7. Drafting letters and issue briefs on legislation, as necessary.
 - 1.3.1.8. Under the direction of the University's Director of Federal Relations, help secure opportunities for UT researchers, faculty, and administration to testify on behalf of the University before legislative committees, federal agencies, and associations.
 - 1.3.1.9. Report to and coordinate with Director of Federal Relations on University related activities with the federal government.
 - 1.3.1.10. Identify sources of funding and associated research/development focus areas for federal initiatives and ability to think "outside the box" in areas not previously accessed by the University.
 - 1.3.1.11. Identify and monitor federal legislation that may impact the University.
 - 1.3.1.12. Attend hearings and markup sessions to track UT projects, appropriations requests, and issues of interest, and provide reports of such activities to the Director of Federal Relations.
 - 1.3.1.13. Help raise the University's profile at the federal level.
- 1.3.2. Provide other related services as needed, including, but not limited to:
 - 1.3.2.1. Assist in the development of strong relationships between UT personnel and appropriate programmatic federal agency personnel.
 - 1.3.2.2. Assist in relationship outreach with Congressional committee Members and staff, such as chairmen, ranking members, clerks, and other members of key Authorization and Appropriations Subcommittees.

2. QUALIFICATIONS

2.1. MINIMUM QUALIFICATIONS

- 2.1.1. Offices in Washington, DC.
- 2.1.2. Significant cumulative experience in federal advocacy and federal agency marketing.
- 2.1.3. Significant contacts within Departments of Energy, Agriculture, Defense, Justice, and Health and Human Services.

2.2 LOBBYING REQUIREMENT

2.2.1. Lobbying Services (up to 4 pages). Describe the services and activities that your firm proposes to provide to the University. Include the following information:

- 2.2.1.1 Methodology and experience in working on issues described in section 1.2 Objectives above;
- 2.2.1.2. Overall approach to tasks described in section 1.3 Contractual Requirements above;

2.2.2 Firm Qualifications and References (up to 10 pages). Provide information on your firm's qualifications and references, including:

- 2.2.2.1 A brief description of your firm, including history, organizational structure, names of principals, number of employees, number of years in business, and areas of policy expertise. Include any information that may be of value to the University in evaluating your firm's qualifications, including a list of current clients and description of experience working with public colleges and universities.
- 2.2.2.2. A list identifying: (i) each key person who will perform lobbying services and their role; (ii) descriptions of the experience and qualifications of each person described in part (i), including brief resumes.
- 2.2.2.3. A description of not more than three major federal agency actions and legislative issues where your firm lobbied successfully for a client, including: issue, client contact information, staff members who worked on the issue, and a summary of how the issue was resolved. Select projects relevant to the University's priorities as described in Sections 1.1 and 1.2. Descriptions should be limited to one page for each project.
 - 2.2.2.3.1. Specifically, a description of your activities to promote a client to the Departments of Energy, Defense and Agriculture.
 - 2.2.2.3.2. Example of your activities to expand a clients federal contract opportunities.
 - 2.2.2.3.3. Describe your firm's efforts at helping university-led spun-out companies with federal agencies.
- 2.2.2.4. Description of clients represented by your firm whose interests may either coincide or conflict with the interests of the University, and internal measures to avoid such conflicts.

3. SCHEDULE OF EVENTS FOR PROPOSAL EVALUATION AND AWARD

- 3.1 The University issues RFP: Monday, October 18, 2010
The University receives all e-mailed, written clarification requests from potential Proposers: Friday, November 5, 2010
 - 3.2 RFP proposals are due in Purchasing no later than 2:00pm EDT Thursday, November 11. Proposals will be opened at a public bid opening at that time.
 - 3.3 The University evaluates technical proposals and determines which proposers, if any, to invite for oral interviews: Friday November 19.
 - 3.4 Oral Interviews: Thursday, December 2.
 - 3.5 The University finalizes evaluation of Technical Proposals, opens Cost Proposals, and completes final evaluation: Friday, December 3
 - 3.6 Notice of intent to award sent to all Proposers: Tuesday, December 7
 - 3.7 Negotiation and clarification between The University and apparent Contractor completed: Friday, December 10.
 - 3.8 Contract signing: Wednesday, December 15, 2010
- NOTE: The University reserves the right to adjust this schedule at its sole discretion.

4. CONTRACT AWARD DURATION

- 4.1. The University intends to enter into a contract with an expected effective period of one year. The University reserves the right to renew this contract on an annual basis for up to four (4) additional years at its option.

5. PROPOSAL FORMAT

- 5.1. Proposals should adhere to the following outline:

I. IDENTIFICATION

- A. Name, address, phone number, fax, and federal ID number of Proposer.
- B. Name, address, phone number, and fax of firm's contact person for communications related to the proposal

II. TECHNICAL PROPOSAL

- A. Certification that firm meets each requirement listed in section 2.1
MINIMUM QUALIFICATIONS.
- B. Responses to each item in Section 2.2 LOBBYING REQUIREMENT.

- 5.2. The proposal format has been prepared to facilitate proposers' submissions and includes a Pro Forma Contract (Attachment A) so that the successful Proposer's quoted terms can be readily transferred to the contract at the time of the contract award. The proposal must address all portions of the RFP as set forth herein and as may be attached or amended.

- 5.3. The University reserves the right to request clarification or correction to proposals, to reject any and all proposals, or to cancel this RFP in its entirety at its sole discretion. Proposals that do not meet the University's general instructions will be considered "non-responsive" and may be rejected.
- 5.4. A proposal may not be revised after opening. However, the University reserves the right to further clarify or negotiate with the awarded Proposer subsequent to award recommendation but prior to contract execution if deemed necessary by the University.
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- 5.5. Proposers shall bear all costs incurred in responding to this RFP, including, but not limited to, all costs associated with preparing proposals or incurred during the procurement process.
- 5.6. If the Proposer is unable to provide any information requested in this RFP, that information shall be listed, along with an explanation as to why the Proposer cannot comply with the request for information. Taking into account the Proposer's explanation for non-compliance, failure to provide all requested information may result in the disqualification of the proposal.

6. EVALUATION CRITERIA

The University will evaluate each response in accordance with the criteria stated below in sequence. Each proposal may receive a maximum of 100 possible points. Award will be made to the Proposer who has the highest points. Factors and relative weight used by the University will correspond to the requirements of this RFP and the requested proposal format

6.1. Lobbying Approach (20 points)

- 6.1.1. Does the response demonstrate understanding of the University's needs and tasks to be performed?
- 6.1.2. Is the proposed staffing appropriate?
- 6.1.3. Is there an understanding of ethics?

6.2 Firm Qualifications and References (60 points)

- 6.2.1. Does the firm have the structural capacity, experience and expertise in public sector lobbying to provide the level of services UT needs?
- 6.2.2. Has the firm demonstrated a successful track record in securing funding from federal agencies in areas that correspond to the University's unique capabilities and federal priorities as stated in sections 1.2?
- 6.2.3. Do the individuals proposed to perform the work have sufficient qualifications, experience, and expertise to provide the services UT needs?

6.2.4. How did the firm's references rate the firm's quality of services? Did the firm advocate successfully for the reference's needs? Was the firm responsive to requests from the reference?

6.2.5. Can the firm follow the correct reporting requirements and help assist the Office of Federal Relations with filing reports?

6.2.6. Has the firm demonstrated an ability to sustain long-term effective relationships with funding agencies, authorization and appropriations committees, and congressional members and staff on both sides of the aisle?

6.3. Oral Interview (20 points). The University will select at a minimum the top two rated proposers to present oral interviews. The University reserves the right to select more than two proposers if it judges this to be in its best interests. The University may adjust any proposer's score based on information obtained in the oral interview. Proposers shall be available for interviews on a date to be set by the University

**ATTACHMENT A
PRO FORMA CONTRACT**

This Contract, made and entered into on Jan 1, 2011 documents the agreement between The University of Tennessee (hereinafter University) and Strategic Marketing Innovations, Inc. (hereinafter Contractor). This Contract consists of a Scope of Services and the University's Standard Terms and Conditions.

SCOPE OF SERVICES

The Contractor shall represent the University of Tennessee in Washington, DC to support its federal advocacy and provide assistance that will strengthen its efforts to secure federal funding, legislative advocacy, and shaping regulatory issues. The Contractor will provide the following specific services:

1. Communicate the University's position on regulatory and legislative matters of interest, including:
 - a. Assist the Director of Federal Relations with the development, presentation, and promotion of federal priorities, initiatives and other proposals.
 - b. Initiate and market the University of Tennessee to federal agencies.
 - c. Demonstrate a direct capacity in negotiating federal contracts.
 - d. Direct contact with Administration staff.
 - e. Direct contact with Authorization and Appropriations professional staff.
 - f. Direct communication with Members of Congress and staff.
 - g. Drafting letters and issue briefs on legislation, as necessary.
 - h. Under the direction of the University's Director of Federal Relations, help secure opportunities for UT researchers, faculty, and administration to testify on behalf of the University before legislative committees, federal agencies, and associations.
 - i. Report to and coordinate with Director of Federal Relations on University related activities with the federal government.
 - j. Identify sources of funding and associated research/development focus areas for federal initiatives and ability to think "outside the box" in areas not previously accessed by the University.
 - k. Identify and monitor federal legislation that may impact the University.
 - l. Attend hearings and markup sessions to track UT projects, appropriations requests, and issues of interest, and provide reports of such activities to the Director of Federal Relations.
 - m. Help raise the University's profile at the federal level.
 - n. Provide other related services as needed, including, but not limited to:

- i. Assist in the development of strong relationships between UT personnel and appropriate programmatic federal agency personnel
- ii. Assist in relationship outreach with Congressional committee Members and staff, such as chairmen, ranking members, clerks, and other members of key Authorization and Appropriations Subcommittees.

TERMS AND CONDITIONS

2. ~~The University is not bound by this Contract until it is approved by the appropriate University official(s) indicated on the signature page of this Contract~~
3. This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.
4. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the University.
5. The University shall pay the Contractor a flat retainer of \$ 8,000 each month plus reimbursement for expenses upon receipt of an itemized invoice. Reimbursement for travel, meals or lodging, must be made in accordance with University travel policies. - Website: _____
6. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the University or any other agency or The University of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract.
7. The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Tennessee State Comptroller of the

Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles

8. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.

9. The Contractor, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this Contract. The University shall have no liability except as specifically provided in this Contract.
10. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
11. This Contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.
12. The Contractor shall avoid at all times any conflict of interests between his/her duties and responsibilities as a Contractor and his/her interests outside the scope of any current or future Contracts. The following principles define the general parameters of a conflict of interests prohibited by the University:
 - a. A Contractor's outside interests shall not interfere with or compromise his/her judgment and objectivity with respect to his/her duties and responsibilities to the University.
 - b. A Contractor shall not make or influence University decisions or use University resources in a manner that results in:
 - i. Financial gain outside any current or future Contracts for either the Contractor or his/her relatives or
 - ii. Unfair advantage to or favored treatment for a third party outside the University.
 - c. The Contractor certifies that he/she has no conflicts of interests and has disclosed in writing the following:
 - i. Any partners or employees of the Contractor who are also employees of the University.
 - ii. Any relatives of the Contractor's partners or employees who work for the University.

iii. Any outside interest that may interfere with or compromise his/her judgment and objectivity with respect to his/her responsibilities to the University.

13. If the Contractor fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor.

14. The period of performance under this contract is for one year. The University reserves the right to renew this contract on an annual basis for up to four (4) additional years at its option. However, the University may terminate this Contract at any time by giving the Contractor at least thirty (30) days written notice, in which event the Contractor shall be entitled to receive equitable compensation for satisfactory authorized work completed as of the termination date. Projected total expenditures for five (5) year contract are approximately \$500,000.00.

15. All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice

The University:

The Contractor:

Strategic Marketing Innovations, Inc.
Shelley Luehring, Controller
1020 19th Street NW, Suite 375
Washington, DC 20036
Tel: 202.467.5459 Fax: 202.467.5469

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All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is confirmed telephonically by the sender if prior to 5:00 p.m. EST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

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